

SUBMISSION RELEASE

The following shall constitute an agreement and release (the "Release") by _____ ("Submitter") with regard to a (Type of Program:) _____ entitled _____ submitted to (Name of PBS Employee:) _____ on behalf of the Public Broadcasting Service ("PBS"), described as follows (in 50 words or less):

The submission, including without limitation all documents, ideas, correspondence, media, recordings, works, and any other materials provided with the submission, if any, are collectively the "Materials." Submitter understands and agrees that the execution of the Release, together with the Submission Summary, attached hereto as Exhibit A, is a prerequisite to PBS's review of the Materials submitted and that PBS has strict policies and procedures, in part, due to the concern that PBS's examination of the Materials without a formal submission and a release of liability might expose PBS to a claim of plagiarism, idea theft, copyright infringement, breach of a confidential or fiduciary relationship or of an express or implied-in-fact contract, unfair competition or other claim, demand or cause of action (collectively, "Claims") and possible liability in connection therewith. All references herein to PBS shall include any parent, subsidiary or affiliated entities as well as PBS's directors, officers, agents, employees, consultants, contractors, lessees, licensees, successors and assigns. Submitter provides this release on behalf of itself and all other persons or entities that may claim an interest in the Materials (Submitter and all such other persons or entities are collectively the "Submission Owners").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Submitter hereby agrees, represents, warrants and covenants as follows:

1. Submitter acknowledges, on behalf of itself and the Submission Owners, that submission of the Materials, and previous or subsequent discussions between Submitter and PBS about the Materials, does not create any confidential or fiduciary relationship between PBS, on the one hand, and Submitter or the Submission Owners, on the other hand. Submitter understands and agrees that PBS does not undertake to consider the Materials in confidence. Submitter acknowledges, on behalf of itself and the Submission Owners, that PBS must disclose the Materials to various employees, and possibly even to individuals or entities outside PBS's employ or control, to determine whether the Materials align with public broadcasting strategy or mission.
2. Submitter acknowledges and agrees, on behalf of itself and the Submission Owners, that PBS has made no claims, representations, warranties, promises or guarantees with respect to the submitted Materials and has provided no assurances about any process utilized by PBS with respect to selection of submissions for inclusion in its program services or other distribution. Any submission to PBS is made with the understanding that PBS may give the Materials such consideration as PBS decides in its sole discretion and final judgment, and PBS is under no obligation whatsoever to use the Materials or take any further action with regard to this submission. PBS further is under no obligation to release to Submitter or the Submission Owners any details of PBS's actions or considerations in connection with the Materials or any information regarding PBS's activities in the field to which the Materials pertain. In the event PBS does provide any comments or feedback, Submitter and the Submission Owners shall take, share and rely on such comments or feedback at their own risk and expense. Submitter waives, on behalf of itself and the Submission Owners, any and all claims they may have against PBS for reimbursement of costs, expenses, liabilities or damages arising from acts or omissions taken in reliance on the submission or PBS's comments or feedback, whether such claims may be based on theories of contract, implied contract, tort, statute or any other legal theories. Submitter acknowledges, on behalf of itself and the Submission Owners, that PBS's receipt and consideration of the Materials does not in any way constitute an express or implied endorsement or approval by PBS of the content of the Materials or any opinion expressed therein. Submitter further acknowledges, on behalf of itself and the Submission Owners, that neither submission of the Materials nor any contact from or discussion with PBS conveys any right to Submitter or the Submission Owners to use PBS's name, logo or other trademarks for any reason or in any manner.
3. Submitter acknowledges, on behalf of itself and the Submission Owners, that PBS receives numerous submissions and often receives similar or identical material or ideas from independent sources. Any consideration of the Materials is not an admission by PBS of the novelty, propriety or originality of the Materials. PBS shall not be obligated to further consider Submitter's Materials or to negotiate with or enter into an agreement with Submitter pertaining to the Materials. Submitter acknowledges that PBS has no obligation to accept, reject or otherwise act or cease to act on material that PBS receives from independent sources, whether or not such sources or materials are related to Submitter or Submitter's Materials. Furthermore, Submitter, on behalf of itself and the Submission Owners, shall not hold PBS liable for third-party submissions containing material similar or identical to the Materials.
4. The parties acknowledge that Submitter or the Submission Owners may jointly or severally claim an ownership interest in all or parts of the Materials pursuant to applicable copyright, trademark or other intellectual property law, and no ownership interest is assigned or transferred by or between the parties hereto by virtue of this Release or by submitting the Materials to PBS. Submitter grants PBS the right to possess, view, copy and share the Materials for the purpose of determining whether or not to act on the submission.

5. Submitter acknowledges and agrees, on behalf of itself and the Submission Owners, that any consideration of the Materials or decision to negotiate a purchase of the Materials by PBS does not waive PBS's right to contest Submitter's copyrights, trademarks, or other intellectual property rights.
6. Submitter hereby represents and warrants, on behalf of itself and the Submission Owners, that:
- a) No Materials are being submitted to PBS other than those described in the Submission Summary, as set forth in the attached Exhibit A.
 - b) Submitter is either: (i) the sole originator and owner of the Materials, and that no other persons, or entities have any right, title or interest therein or thereto; or (ii) the sole and exclusive authorized representative of the Submission Owners, and no other persons or entities other than those represented by Submitter have any right, title or interest therein or thereto.
 - c) Submission of the Materials and any review, consideration or use thereof by PBS shall not: (i) violate any personal or property rights of any third party, including without limitation rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights; (ii) constitute defamation, libel or slander against any third party; or (iii) violate any other law, rule or regulation.
 - d) PBS's shall not owe Submitter, the Submission Owners or any third party any payment or other compensation for receipt, review or consideration of the Materials.
 - e) The Materials are not subject to any current, anticipated or threatened litigation, arbitration or other dispute or adversarial claims or proceedings.
 - f) Submitter has the full right and authorization to submit the Materials to PBS upon all of the terms and conditions herein stated.
 - g) No persons or entities, other than those represented by the parties signing below or executing a separate but contemporaneous Release with respect to the Materials, have collaborated with Submitter in creating the Materials, nor do any persons or entities other than those represented by the parties signing below have any rights in such Materials inconsistent with Submitter's agreement hereunder.
 - h) The Materials are being submitted to PBS voluntarily and without any promise or inducement.
 - i) Submission of the Materials neither imposes nor creates any obligation on the part of PBS to accept the Materials for distribution or exhibition through any medium or platform or to acknowledge the submission of the Materials.
 - j) Submitter is at least 18 years of age.
 - k) Submitter has fully read and understands and agrees to this Release.
7. Submitter, on behalf of itself and the Submission Owners, hereby releases, acquits and forever discharges PBS of and from any and all claims, debts, dues, accounts, demands, actions, causes of action, suits, controversies, proceedings, covenants, contracts, agreements, costs, expenses, liabilities, obligations and compensation of any kind whatsoever, in law or in equity, whether known or unknown, anticipated or unanticipated, accrued or hereafter to accrue, under any theory of law, which Submitter or the Submission Owners have or may have against PBS arising from PBS's (or PBS's lack of) receipt, possession, use and/or disposal of the Materials now or in the future. Without limiting any other provisions herein, Submitter acknowledges and agrees that, in the event any claims are asserted, or any action or other proceeding are brought or commenced by Submitter or the Submission Owners against PBS for any violation of the terms set forth herein, the sole remedy that could be awarded to Submitter or the Submission Owners shall be an injunction or other remedy at equity to prevent PBS from further using the Materials. In no event shall Submitter or the Submission Owners seek monetary damages for any breach of these Release terms and conditions.
8. Submitter is familiar with and freely waives, on behalf of itself and the Submission Owners, any and all rights under California Civil Code Section 1542, which states: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**"
9. Submitter agrees, on behalf of itself and the Submission Owners, to indemnify, defend and hold harmless PBS from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by PBS in connection with the Materials submitted hereunder, any use of such Materials by PBS or any breach of any representation, covenant or warranty made by Submitter or the Submission Owners hereunder. This indemnity includes without limitation any claims that the Materials violate or infringe any copyright, patent, privacy right, publicity right, trademark, service mark or any other personal property right of any person or entity, or that the contents of the Materials constitute or include defamation of any person or entity or violate any other law, rule or regulation.
10. Submitter may indicate acceptance of the terms and conditions of this Release by any legally permissible means, including acknowledgement by email or by signing (electronically or otherwise) and returning to PBS an original or facsimile or PDF copy of this Release. By signing (electronically or otherwise) this Release, Submitter acknowledges that it has read, understands and agrees to all terms and conditions of this Release.

11. This Release constitutes the entire understanding of Submitter and PBS as of the date hereof. No other agreement, written or oral, expressed or implied, exists between Submitter or the Submission Owners and PBS with respect to the Materials. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and PBS. The invalidity of any provision hereof shall not affect the remaining provisions. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.
12. Submitter, on behalf of itself and the Submission Owners, has retained a copy of the Materials and agrees that PBS shall not have any obligation to return the submitted copy of the Materials to Submitter and that PBS shall be under no obligation for any loss or damage to the submitted copy, nor shall PBS be responsible for any problems or technical malfunction that may occur to the Materials in the process of participating in submission to PBS.
13. Either party to this Release may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder.
14. PBS reserves the right to update or vary the terms of the Release and its submission policies and procedures, and notice shall be deemed given at all times if the updated or varied terms of the Release and its submission policies and procedures are publicly available and accessible, such as on the PBS website, or directly communicated to Submitter.
15. All rights Submitter grants, on behalf of itself and the Submission Owners, under the Release are cumulative and PBS may exercise or refrain from exercising any one or more of them separately from, simultaneously and/or in connection with any other rights Submitter, on behalf of itself and the Submission Owners, grants PBS or with any rights PBS obtains from other sources. In addition, if any grant of exclusive rights Submitter makes to PBS is deemed invalid or to be less than exclusive, PBS will, nonetheless, have a non-exclusive license to use the Content as authorized in the Release to the fullest extent permissible under law.
16. PBS shall take appropriate measures, determined in its sole discretion, to keep Submitter's and the Submission Owners' personal information secure.
17. The laws of the Commonwealth of Virginia govern all matters arising out of or relating to this Release without giving effect to conflicts of law principles thereof. The parties submit to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Virginia for resolving any dispute arising out of or relating to this Release or the submission.

AGREED & ACCEPTED:

SUBMITTER:

PRINT NAME: _____

PHONE #: _____

TITLE: _____

FAX #: _____

COMPANY: _____

EMAIL: _____

ADDRESS: _____

ALTERNATE

OR EMAIL: _____

SIGNATURE: _____

DATE: _____