

**Asian CineVision/Asian American Film Lab/MTV World
"The 3rd Annual 72 Hour* Film Shootout"
Participant Agreement and Materials Release**

**A COPY OF THIS RELEASE MUST BE SIGNED BY EVERY
TEAM MEMBER ON EACH TEAM**

*Actual time may vary based on Time Zone

The undersigned ("you(r)"), on behalf of the film team known as _____ (individually and collectively, "Participant"), hereby submits to Asian American Film Lab (AAFL) and Asian CineVision (ACV), as sponsors of THE 72 HOUR FILM SHOOTOUT and to Viacom International, Inc., MTV Networks, a division of Viacom International Inc., and MTV World (collectively "MTVW" and collectively with AAFL and ACV, "Producers"), a short film or video ("Film") for consideration for use in The 2006 72 Hour Film Shootout ("Competition").

Participant hereby agrees to take part in the Competition being produced by the AAFL in connection with ACV and MTVW and scheduled to commence at around 8:00 p.m. (EST) on June 9, 2006 and ends at around 8:00 p.m. (EST) on June 12, 2006.

Participant has read and hereby agrees to abide by, the Official Rules of the Competition, the terms of which are attached hereto and incorporated herein. It is understood that sponsors reserve the right to screen or exhibit only those films/videos which adhere to the Official Rules of the Competition.

Participant hereby understands that it/he/she is responsible for all crew, cast, equipment, sets, location, and other items necessary for participating in the Competition, and all costs, expenses, damages and claims related thereto. The Producers are providing as part of the Competition: 1) the event and guidelines in which Participant is taking part; 2) a possible screening opportunity at the 29th Asian American International Film Festival for all submitted films (July 13-21, 2006); and 3) possible prizes for the winners, as well as an opportunity to create an MTV World Promo possibly aired by or on behalf of MTVWorld.

In consideration of the above, Participant grants to Producers the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Film and any related materials submitted by Participant (such as personal information and/or elements, including but not limited to name(s), trademarks, tradenames, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Film, the "Materials"), and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity to advertise, promote, and publicize ACV, AAFL, any other sponsors, MTVW, the Competition, and/or any of Producers' programming services, wherever carried, in all media throughout the universe and may authorize others to do so. Such advertising, promotion, and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. Producers may use and authorize others to use Participant's name, voice, biography, and likeness as well as those of artists or individuals who rendered services in connection with the Film in any media now known or hereafter devised, throughout the world, in perpetuity, for the purposes of advertising, promotion or publicizing the use by Producers of the Film, the Competition, and/or any of Producers' and their programming services wherever carried.

You hereby warrant and represent that (i) you are a legal resident of the United States, (ii) you are free to enter into and fully perform all of your obligations hereunder and that you have secured all consents necessary to enter into this Agreement, including signed Participant

Agreements from each of the cast and crew of the film team specified above; (iii) the Film is an original work created by Participant and does not and will not violate any law, statute, ordinance, or regulation, (iv) the rights granted herein will not infringe on any rights or interests of any third party; (v) no additional consent from any parties regarding any elements contained in the Materials will be required for Producers to exercise the rights granted to them herein; and (vi) the Materials are not and will not be defamatory, trade libelous, pornographic, or obscene.

Producers, their successors, assignees, and licensees, shall have the right, but not the obligation, to use the Materials and the results and proceeds of the services and materials provided under this Agreement, and your name, voice, likeness, and biography in connection with the Competition and ancillary uses thereof.

You understand that any physical materials submitted will be retained by Producers and will not be returned to you.

Participant shall defend, indemnify and hold ACV, AAFL, any other sponsors, MTVW and their respective affiliated entities, and all sponsors harmless from and against any and all claims, demands, losses, damages, or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of your warranties or representations herein.

Participant hereby acknowledges that a documentary, "Making of the 72 Hour Film Shootout" (the "Documentary"), may be shot during the Competition, and hereby agrees to allow camera crews to tape the above-referenced team during any production stage of the project.

Participant (signature)

Name (please print)

Address

Date

Age _____(if under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

Participant (signature)

Name (please print)

Address

Date

Age (if under 18, then Participant's Parent or Legal Guardian must sign a Parent/Guardian Release)

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