

Submission Release

I, _____, desire to submit to Sylvia L. Jones and Sounds Like Joy Productions (“you”) and their respective subsidiaries and affiliates, licensees, successors and assigns, for your consideration of certain material, ideas and/or creative work (hereinafter referred to as “Materials”) as follows:

I recognize the possibility that the Materials may be identical or similar to material that has or may come to you from other sources. I am executing this Release to induce you to examine and consider the Materials and I acknowledge that, in accordance with your established policy, you have refused to accept, examine or otherwise evaluate the Materials without my acceptance of each and all of the provisions of this Release and that you have not examined said Materials prior to my execution of this Release. I retain all rights to submit the Materials or similar materials to persons other than you.

As an inducement to you to examine the Materials, and in consideration of your so doing, I represent, warrant, and agree as follows:

1. I acknowledge and agree that: (i) the Materials are submitted by me voluntarily, on an unsolicited basis, and not in confidence; (ii) no confidential relationship is intended or created between us by reason of the submission of the Materials; and (iii) nothing in this agreement, nor the submission of the Materials, shall be deemed to place you in any different position from any other member of the public with respect to the Materials and, accordingly, any part of the Materials that could be freely used by any member of the public may be used by you without liability to me.
2. I acknowledge that at this time you have no intent to compensate me in any way and I have no expectation of receiving any compensation. I recognize that you and your employees, partners and/or representatives have access to, may have or have had possession of, and/or may create or have created other materials and ideas which may be similar or identical to the Materials in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical materials or ideas and that my permission is not needed for the use of such similar or identical materials or ideas.
3. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Materials or any discussions or negotiations we may have with respect thereto, except pursuant to an express written agreement hereafter executed by you and me, which, by its terms, will be the only contract between us.
4. I have retained at least one copy of the Materials and hereby release you of and from any and all liability for loss of, or damage to, the copies of the Materials submitted to you hereunder.

5. I have read and understand this Release and acknowledge that it sets forth the entire agreement between you and me relating to the Materials. There are no other agreements, oral or written, between you, on the one hand, and me, on the other, relating to the Materials. In signing this agreement, I am relying only on the language in this written release and am not relying on any other representations or warranties, express or implied, oral or written. I agree that any modification or waiver of any of the provisions of this Release must be expressly approved by you in writing.
6. This Release shall be governed and construed in accordance with the laws of the State of California applicable to agreements executed and fully performed therein. Should any provision or part of any provision of this release be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Release with such provision or part thereof omitted shall remain in full force and effect.

Very truly yours,

Print Name/Address/Phone/Email
