

**EDUTOPIA/THE GEORGE LUCAS EDUCATIONAL FOUNDATION  
SUBMISSION RELEASE FORM**

Please note: The George Lucas Educational Foundation (GLEF) does not make grants. Please do not send unsolicited proposals.

Thank you for your cooperation.

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\_\_\_\_\_  
Name (printed or typed)

**To:** The George Lucas Educational Foundation  
P.O. Box 3494  
San Francisco, CA 94912-3494

Submitted herewith and under the terms and conditions stated herein, please find the following submitted material (“Material”):

TITLE OF MATERIAL: \_\_\_\_\_

FORM OF MATERIAL (e.g., Portfolio of Creative Work, Proposal, Idea, etc.): \_\_\_\_\_

\_\_\_\_\_  
BRIEF SUMMARY OF MATERIAL: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. I am executing this Submission Release (“Release”) with the express understanding that, in the event GLEF chooses to review and evaluate the Material, GLEF will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that GLEF would refuse to review and will not review the Material in the absence of my agreement to each and every provision of this Release.

2. I understand and acknowledge that because of GLEF’s position (i) it receives numerous submissions of proposals from third parties, and (ii) it is constantly developing ideas, formats, stories, concepts, artwork, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by GLEF may be similar to or identical to those contained in my Submission. I understand and agree that GLEF’s use of material containing elements similar to or identical with protectible property contained in the Material shall not obligate GLEF to me in any manner if GLEF developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than from me.

3. I acknowledge that no fiduciary, agency, employment or confidential relationship now exists between GLEF and me, and I further acknowledge that no such relationship is established by execution of this Release, my submission of the Material, or by GLEF’s acceptance, review or retention of the Material.

4. I warrant and represent that I am the sole author of the Material or, in the case of tapes submitted to demonstrate my ability as a producer, that I have the right to submit the Material. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the Material in writing. I agree to indemnify GLEF from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against GLEF or incurred by GLEF in connection with the Material, or any use thereof, arising from any breach or alleged breach of these warranties.

5. I understand that GLEF will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless GLEF and I hereafter enter into a written agreement for the acquisition of rights therein, and that GLEF shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.

6. Either GLEF or I may commence arbitration proceedings by giving the other party written notice thereof. Within 20 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two selected arbitrators shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators will be selected from a panel of persons having experience with and knowledge of entertainment industry and be familiar with the development of interactive computer entertainment software or console-based entertainment products, and at least one of the arbitrators selected will be an attorney. The arbitrators, when appointed, shall promptly determine the controversy by majority vote, and such determination shall be final, and the parties shall be bound thereby. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Any monetary award favorable to me shall be an amount that GLEF would pay me for similar property or elements as such similarity is determined by GLEF regardless of the commercial value of such property or elements. Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

7. I agree that I must give GLEF written notice by certified or registered mail at its address set forth above of any claim arising in connection with the Material or this Release, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquire knowledge of such claim, or I first acquire knowledge of facts to put me on notice of such a claim. My failure to give GLEF such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.

8. I have retained at least one copy of the Material, and I hereby release GLEF of all liability for loss or destruction of, or damage to, said Material.

9. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. 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 replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.

10. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to GLEF herein shall refer to The George Lucas Educational Foundation, any parent, subsidiary or related entity thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. GLEF may freely assign and delegate any of its rights and obligations under this Release, in whole or in part, without my consent. I may not assign or delegate my rights under this Release without GLEF's prior written consent.

11. In the event GLEF chooses to retain the Material in its library, I hereby grant GLEF the right to make a reasonable number of copies in any form or medium of no more than ten selected pieces of my work to be used for evaluation by GLEF and/or any of its affiliated or related entities and their respective officers, employees, directors, shareholders, successors, contractors, licensees or assigns. GLEF shall be under no obligation to retain the Material. In the event GLEF retains the Material, GLEF shall not be obligated to return the Material or any copies therefrom.

12. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.

AGREED & ACCEPTED:

SUBMITTER: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_