# **DISCOVERY**STUDIOS

Discovery Studios, LLC, its parents, subsidiaries, affiliates and networks ("Discovery") thank you for your ideas, program formats, literary material, and other suggestions and materials ("Submission" or "Submissions").

We are happy to receive Submissions like yours, and would like you to take a moment to review Discovery's Submission release agreement ("Agreement"). This Agreement sets forth your rights, and the rights and obligations of Discovery, to any Submission. This Agreement is necessary to avoid misunderstanding, and to protect everyone concerned. Please be aware that Discovery will only accept and consider your Submission if You (as defined immediately below) agree to the terms set forth in this Agreement.

Any reference to "You" or "Your" in this Agreement applies to (i) you and your parents, subsidiaries and affiliates (if you are a company); (ii) you and your principals, licensors and sublicensors (if you are an agent acting on behalf of another person or entity); (iii) you and your partners (if you are a partnership) and (iv) you and your agents, licensees, sublicensees and assigns (if you are the author of the Submission).

If You are under the age of eighteen (18) (a minor), Your parent or legal guardian must sign and deliver to Studios a hard copy of this Agreement on you behalf and by doing so Your parent or Guardian agrees that You (the minor) are bound by the terms of this Agreement. Hard copies of Your signed by parents or legal guardians may be obtained from and returned to:

> Discovery Studios LLC 6350 Santa Monica Blvd. Hollywood, CA 90038 Attn: Production Operations Dept.

#### Did You Originate the Submission?

Discovery will only accept Submissions in written form. Your Submission will only be considered at Your request and with Your guarantee that You are the sole originator of all contents of the Submission and You have the legal right to submit it to Discovery for consideration.

## **Disclosure to Discovery**

You accept that Discovery may discuss Your Submission with employees, and possibly others, to evaluate its usefulness to Discovery. You agree that neither your submission of ideas or materials, nor Discovery's consideration of your Submission, creates any confidential relationship between You and Discovery

#### **No Implied Contract**

You agree that no contract or obligation of any kind is assumed by Discovery or may be implied against Discovery by reason of Discovery's review of Your Submission and/or any discussions or negotiations Discovery may have concerning Your Submission. Specifically, it is understood that neither Your Submission of the material, nor Discovery's review of the Submission constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary. You acknowledge and agree that Your entitlement to any compensation, credit, or any other benefit is subject to Discovery and You entering into a written contract (separate from this Agreement) signed by both parties related to Discovery's use of any ideas or portions of Your Submission. You understand that Discovery only has an obligation to get permission from You and to compensate You for those portions of Your Submission that are expressed in sufficient detail that they are protected under copyright law or other intellectual property laws.

#### What Claims Are Renounced?

You understand that Discovery may have in the past or in the present or future explore programs and ideas generated by employees or other outside sources that resemble Your Submission. You understand that it is not uncommon for more than one individual or company to originate substantially similar ideas, independently. You agree to renounce any claim that Discovery misappropriated any ideas or portions of Your Submission in any future Discovery programs, content or activities.

### What Claims Are Not Renounced?

The waiver and release of claims in this Agreement does not apply to claims for copyright infringement under United States Copyright law.

### **Submission Not Returned**

Discovery is not obligated to return Your Submission to You. You should keep a copy of any materials submitted. Do not send any materials You consider irreplaceable.

### Governing Law, Jurisdiction and Venue

The validity, construction and performance of this agreement and any disputes arising out of or in connection with the same shall be governed by and construed in accordance with the laws of the State of Maryland. By signing this agreement, you agree to submit to the exclusive jurisdiction of the state and federal courts of Maryland and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

### **Entire Agreement**

By signing this Agreement, You acknowledge that You have read and understand the Agreement, that no oral representations of any kind have been made to You by Discovery, and that this Agreement states our entire understanding with respect to Your Submission.

#### No Prejudice

Discovery's consideration of Your Submission or decision to negotiate a purchase of Your Submission does not waive Discovery's right to contest Your copyrights, trademarks, or other intellectual property rights

#### Modification

The above conditions may not be changed or waived except in writing and signed by an officer of Discovery.

# **Blanket Release Form**

Acceptance of this Agreement will hereby apply to all current as well as future Submissions and in exchange for Discovery's willingness to consider this current Submission, You also agree that this Agreement applies to any Submissions previously submitted by You to Discovery regardless of whether the previous Submission was submitted under a prior version of this Agreement or without any Agreement at all.

Sign:	_ Print Name:	Date:
Email:	_ Phone:	
Address:		