

## RELEASE AGREEMENT

In consideration of the right to participate in the pitch contest as described on Exhibit A attached hereto (the "**Pitch Contest**"), which right is granted, subject to the terms and provisions of the Pitch Contest, on the date the undersigned has executed this Release Agreement, the undersigned, individually and on behalf of the undersigned's affiliates, heirs, estate, executors, administrators, agents, insurers, attorneys, representatives, successors, and assigns, does hereby completely release and forever discharge each of La Costa Dreams, Inc., a California Nonprofit Public Benefit Corporation ("**LCFF**"), Mandalay Sports Media, LLC, a Delaware limited liability company ("**MSM**"), and certain other entities the employees and/or executives of which are currently or in the future are involved in the Pitch Contest (the "**Studios**", and together with LCFF and MSM, the "**Primary Parties**"), any affiliated entities or persons of each of the Primary Parties, the stockholders, officers, subsidiaries, principals, partners, and any and all other representatives, agents, directors, employees, employers, successors and assigns of each of the Primary Parties, as applicable (collectively, the "**Released Parties**"), from any and all claims, rights, demands, debts, actions, obligations, and causes of action of any and every kind, nature and character, known or unknown, suspected or unsuspected, matured or unmatured, which the undersigned may now have, or has ever had, against the Released Parties, arising out of or in any way related to the undersigned's participation in the Pitch Contest (the "**Released Claims**"). The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any liability, costs and/or damages arising from and/or related to the undersigned's participation in the Pitch Contest or the Released Claims. The parties intend for this release to be enforced to the fullest extent permitted by law. The undersigned understands that he or she is not waiving any right or claim that cannot be waived as a matter of law. The undersigned agrees and covenants not to file, cause to be filed or otherwise pursue any Released Claims against any of the Released Parties. The undersigned agrees that because this release specifically covers known and unknown claims, the undersigned waives his rights under Section 1542 of the California Civil Code, or under any comparable and applicable law of any other jurisdiction. Section 1542 states:

***"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."***

The undersigned hereby authorizes the Released Parties to use all information submitted by the undersigned in connection with the Pitch Contest (collectively, the "**Material**") for the purposes of the Pitch Contest as determined by LCFF. The undersigned hereby agrees that LCFF, MSM and the Released Parties may publicly identify you as a participant in the Pitch Contest and describe the Material and any other information regarding the undersigned's participation in the Pitch Contest as determined in the sole discretion of LCFF or MSM, including, but not limited to using the

undersigned's name, likeness and biography in and in connection with the Pitch Contest and the promotion, advertising and exploitation thereof.

The undersigned hereby represents and warrants that he or she: (i) has full authority to authorize enter into this Release Agreement; (ii) has read, understood and approved the Release Agreement and the terms and conditions of the Pitch Contest as set forth on Exhibit A hereto; (iii) has had the opportunity to consult with legal counsel of his or her own choosing and to have the terms of this Release Agreement fully explained to him or her; (iv) is not executing this Release Agreement in reliance on any promises, representations or inducements other than those contained herein; (v) is executing this Release Agreement voluntarily, free of any duress or coercion; (vi) the undersigned is the sole owner of all right, title and interest in and to the Materials, free and clear of any liens and encumbrances, and no permission of any third party is or shall be required in connection with same; (vii) neither the Materials nor any part thereof are taken from or based upon any other material except material wholly owned by the undersigned; (viii) neither the Materials nor any part thereof violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, musical, artistic, personal, civil or property right, or any other right of any person, invade the right to privacy or constitute a libel or slander of any person; and (ix) there are no adverse claims to or against the Materials by any person, firm or corporation, nor is there pending any litigation, or threat of litigation concerning the Materials.

The undersigned hereby covenants to execute and deliver such additional instruments and other documents and take such further actions as may be necessary or appropriate to effectuate the terms of this Release Agreement.

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

By: \_\_\_\_\_

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

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

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

## EXHIBIT A

### **La Costa Film Festival - The 'REEL Pitch' Hollywood Wants You!**

Do you have a priceless film concept but need help to develop its potential?  
Would you like to turn your short film into a full-length feature?  
How about just a raw idea that can't miss?  
Now's your chance to make that dream a reality!

#### **How to Submit:**

- Send a 5 minute maximum video of your pitch uploaded via, <https://filmfreeway.com/festival/LaCostaFilmFestivalTheREELPitch>
- Include a Log Line (project synopsis) of a maximum of 75 words.\*
- Must be submitted before August 30, 2016 Deadline

\*Participant eligibility is expressly conditioned upon the submission of an executed Release Agreement (submission instructions are attached as Exhibit A).

#### **Selection Process:**

**A panel of independent judges** will select 10 finalists from the pool of 5 minute pitches submitted through, <https://filmfreeway.com/festival/LaCostaFilmFestivalTheREELPitch>. There is a required \$25 submission fee. The ten finalists are then notified of their selection and their attendance requested for the Festival. They will each present their ideas before a live audience to a panel of judges (curated by Mandalay Sports Media\*) consisting of seasoned producers and film industry executives hungry for new material. Each finalist will have 5 minutes to make their case, followed by up to 3 minutes of Q&A by the judges.

\*(Mandalay Sport Media does not participate in the initial selection process)

All finalists are responsible for their own travel and overnight accommodation expenses.

#### **Timeline:**

Submissions Open:	June 30, 2016
Submission Deadline:	August 30, 2016
Finalists Notified:	September 3, 2016
Attendance Must Be Confirmed By:	September 9, 2016
Finalists Announced:	September 15, 2016
'REEL PITCH' Presentations:	October 15, 2016
Winner Selected by Panel:	October 15, 2016

#### **Prize Breakdown:**

**Finalists:** All 10 finalists will receive La Costa Film Festival passes to all Panels, Screenings, Receptions, and Galas during the four days of the Festival.

**Winner:** Will receive mentoring from one or more of the judges to help refine their pitch, and assist them in finding a potential studio partner to develop their idea.\*

\*No specific studio/network is guaranteed to hear the winner's pitch.