Child General Release

|  |  |
| --- | --- |
| CONTRIBUTOR: |  (your “Child”) |
| NATURE OF CONTRIBUTION: |  (the “Contribution”) |
| NAME OF PARENTS / GUARDIANS: |  (“You”) |
| CONTRIBUTOR ADDRESS & TELEPHONE NUMBER: |  |
| PROGRAMME TITLE: |  (the “Programme”) |
| PRODUCTION COMPANY: | DAMIAN JAY ENTERTAINMENT (“DJE”, “we”) |
| DATE OF RECORDING: |  (“Date of Recording”) |
| Acceptance of Terms:My Child’s Contribution is provided to DJE on the terms and conditions set out below, which I have read and understood. The details of the Contribution and the Programme have been fully explained to me.SIGNED NAME DATED Parent / Legal Guardian: Parent / Legal Guardian: Child Signature:  |

**In consideration of Damian Jay Entertainment arranging to film and record the contribution to be given by your Child:**

1. You warrant and represent that you are your Child’s parent or legal guardian and fully entitled to sign this agreement and to make the following agreements, warranties and undertakings on behalf of your Child.

2. With full title guarantee (where relevant by way of present assignment of future copyright) you hereby assign to DJE for and on behalf of your Child the entire copyright and all other rights in and to the Contribution throughout the universe whether vested, future and/or contingent (including, without limitation, all rental and lending and other similar rights, to which you or your Child are now or may in the future be entitled under the laws now or in the future in force in any part of the world to hold the same to DJE absolutely for the full period of such rights and any and all renewals, revivals, reinstatements, extensions and reversions thereof and thereafter (insofar as may be possible) in perpetuity. DJE shall be the sole legal and beneficial owner of all rights in the Contribution, and DJE shall be able at its discretion and without further payment to edit and adapt the Contribution and exploit the Contribution or any part thereof in all media now known or invented hereafter, throughout the universe for the full period of copyright including all renewals, extensions and reversions thereof.

3. For and on behalf of your Child you hereby irrevocably and unconditionally (a) grant to DJE all consents necessary (pursuant to the Copyright Designs and Patents Act 1988 as amended from time to time (the “Act”) or otherwise) which may be required for the exploitation of the Contribution or any part thereof in any and all media now existing or hereafter invented throughout the universe, and (b) sell to DJE all physical materials acquired or purchased by or created by or on behalf of you Child in connection with the Contribution including all physical sound and visual materials incorporating the Contribution. DJE shall be entitled to make use of the Contribution or any part thereof in such manner as it shall in its sole discretion think fit, including (but not by way of limitation) the right to make changes, alterations, substitutions and additions thereto deletions therefrom and adaptations and rearrangements thereof and translations into any and all languages, and you hereby waive the benefit of any and all moral rights to which you or your Child may be entitled under the Act and any other moral rights to which you or your Child may be entitled under any provision of law known as “droit moral”, “moral rights” or any similar law now or in the future existing in any part of the world. Without limiting the foregoing, you and your child agree not to institute, support, maintain or authorise any action or lawsuit based, in whole or in part, on any purported violation of any similar law, including without limitation any action or lawsuit brought on the ground that any television programme, motion picture, sound recording or other work produced hereunder in any way constitutes a defamation or mutilation of the Contribution or any part thereof, or contains any unauthorised variation, alteration, modification, change or translation of the Contribution.

4. In order to permit DJE to freely adapt the Contribution, you hereby agree, acknowledge and accept for and on behalf of your Child that any television programme, motion picture or other work that may be produced based on or incorporating the Contribution may contain variations, alterations and adaptations of the Contribution and that DJE may, in its sole discretion, freely adapt, change, colourise, vary, transform, add to, interpolate, subtract and omit from the Contribution any element thereof, including without limitation any character, language, plot, theme or scene as DJE in its sole discretion deem advisable. You hereby acknowledge for and on behalf of your Child that any audiovisual adaptation of the Contribution destined for the international market may require taking liberties with the Contribution and neither DJE nor its successors and assigns has any obligation to follow the style and likeness of the Contribution.

5. You also agree that you have received any and all equitable consideration which may be due to your or your Child in respect of any rental and/or lending rights including but not limited to those defined under Council Directive 92/100/EEC of 19 November 1992 and such rental and lending rights are hereby vested in and assigned to DJE.

6. On behalf of your Child you hereby grant DJE the right to issue publicity concerning the Contribution and such television programme or motion picture or other work in which it may be included (the “Programme”) and for such purpose to use and reproduce your Child’s name and photograph and recordings and/or copies of the Contribution and any description of the Contribution. You agree that the nature and content of the Programme have been fully explained to you.

7. You warrant and undertake to DJE on behalf of your Child (a) that you are fully entitled to provide the Contribution to DJE on behalf of your Child, (b) that nothing in the Contribution (whether by way of inflection or gesture or otherwise) will infringe the copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be defamatory or be calculated to bring any broadcaster into disrepute and (c) that any facts expressed by your Child in the Contribution are to the best of your knowledge and belief true and insofar as the Contribution contains any opinions, these opinions are your Child’s own and are genuinely and truly held by your Child.

8. You agree to indemnify DJE against all and any costs, claims, expenses and liabilities (including, without limitation, legal fees and any sums paid on the advice of Counsel) resulting from breach by you or your Child of any of the agreements, warranties and/or undertakings on the part of you or your Child contained in this agreement. You do hereby fully and unconditionally release DJE and its affiliated entities, companies and each of their employees, their representatives and any others claiming under any of them (“Releasees”) from any and all liability for any claim known or unknown, suspected or unsuspected which you may have or may otherwise assert against and of the Releasees, by reason of any of the Releasees’ claimed use, or use of any ideas or materials which are included in your Contribution, and for any claim relating in any way thereto.

9. The release contained herein shall inure to the benefit of DJE and its successors, representatives, assigns or licensees and shall be binding upon you and your Child. You agree that DJE’s rights hereunder may be freely assigned or licensed by DJE without prior consent from you and that this agreement shall be governed by and construed in accordance with English law.