

The following constitutes an agreement and release (the "Release") by me to the WGBH Educational Foundation ("GBH"). The submission, including, without limitation, all documents, ideas, correspondence, media, recordings, works and any other materials provided with the *America's Awesome Kids Self-Take Submission*, if any, are collectively the "Material". I understand and agree that agreement to and submission of this Submission Release Form is a prerequisite to GBH review of the Material submitted. All references herein to GBH shall include any subsidiary or affiliated entities as well as GBH's directors, officers, agents, employees, consultants, contractors, lessees, licensees, successors and assigns. I am providing this release on behalf of a minor, as their parent or legal guardian, and all other persons or entities that may claim an interest in the Material. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree, represent, warrant and covenant as follows:

- i. the submission of the Material and GBH's review and use thereof will not infringe upon any personal or property rights of third parties, nor constitute defamation, libel, or slander;
- ii. the Material is not subject to any current, anticipated or threatened litigation, arbitration or other dispute or adversarial claims or proceedings;
- iii. I am the sole originator or owner of the Material, or I have the full right and authorization to submit the Material to GBH upon all of the terms and conditions stated herein;
- iv. I will not receive any compensation in connection with the submission to GBH of the Material;
- v. I hereby grant GBH the right to possess, view, copy and share the Material internally for the sole purpose of determining whether or not to act on the submission;
- vi. I understand that no confidential or fiduciary relationship is entered into by reason of GBH's consideration of the Material or by reason of any discussions between GBH and me;
- vii. I acknowledge that GBH receives similar or identical material or ideas from independent sources and that consideration of the Material is not an admission by GBH of the novelty, propriety or originality of the Material, and I further acknowledge that GBH has no obligation to accept, reject, or otherwise act or cease to act on the Material;
- viii. I agree that GBH shall not have any obligation to return the submitted copy of the Material and that GBH is under no obligation for any loss or damage to the submitted copy; and
- ix. I hereby release, acquit and forever discharge GBH of and from any and all claims, debts, dues, accounts, demands, actions, causes of action, suits, proceedings, costs, expenses, liabilities, obligations and compensation of any kind whatsoever, in law or in equity, whether known or unknown, anticipated or unanticipated, accrued or hereafter to accrue, under any theory of law, which I have or may have against GBH arising from GBH's (or GBH's lack of) receipt, possession, use and/or disposal of the Material now or in the future.

Signature of Minor: _____ Date: _____ Age: _____

Please also print your name here: _____

By signing this release I represent that I am the custodial parent or legal guardian of the minor named above and agree that he/she is to be bound by the terms of the release.

Signature of Parent or Legal Guardian: _____ Date: _____

Please also print parent's or legal guardian's name here: _____

Address: _____ Email address: _____