

RELEASE

TO: 6166954 Canada Inc. d/b/a OUTtv ("OUTtv")

The following shall constitutes a release (the "Release") by _____ ("Submitter") to OUTtv, its subsidiaries, affiliates, parents or other companies and/or other company under common ownership or control ("Related Entities"), their directors, officers, agents, employees, consultants, lessees, licensees, successors and assigns, with regard to the submission of material entitled _____ (the "Material") for review by OUTtv. Submitter understands and agrees that the execution of this Release is a pre-requisite to OUTtv's review of any material submitted by Submitter.

In consideration of OUTtv's review of the Material, Submitter hereby agrees as follows:

1. Submitter understands and agrees that OUTtv does not undertake to consider the Material in confidence. Submitter acknowledges that OUTtv must disclose the Material to various employees of OUTtv, and possibly even to those outside of OUTtv's employ, to determine the Material's value to OUTtv. It is understood that no confidential relationship is entered into by reason of OUTtv's consideration of the Material or by reason of discussions at any time between OUTtv and Submitter with respect thereto.
2. The Material has not been previously disclosed to OUTtv and OUTtv has not made any prior inducements, promises or representations to Submitter regarding the Material. Any submission to OUTtv is made with the understanding that OUTtv shall give the Material such consideration as it merits in OUTtv's sole and final judgment, and OUTtv is under no obligation to Submitter whatsoever if it does not evaluate the Material or does not desire to use the Material. OUTtv is under no obligation to release to Submitter either OUTtv's actions in connection with the Material or any information regarding its activities in the field towards which the Material pertains.
3. Consideration of the Material is not an admission by OUTtv of the novelty, propriety or originality of the Material. OUTtv shall not be obligated to further consider Submitter's Material or to negotiate with or enter into any agreement with Submitter.
4. OUTtv shall be entitled to all rights of exploitation in any and all media whether now known or hereafter devised, in any ideas, concepts or materials that are created independently by OUTtv, even if similar or identical to the Material protected by copyright without any compensation to Submitter. Submitter hereby waives and discharges any claims against OUTtv pertaining to the Material (including, without any limitation, claims for breach of employed contract). Submitter shall not be entitled to any compensation by OUTtv for OUTtv's review or use (in any manner) of any portion of the Material which is not protected material. Nothing stated in this Release or admitted herefrom should be deemed to constitute an admission of any fact or waiver of any right, remedy or defence available to OUTtv or its Related Entities and OUTtv and its Related Entities hereby reserve such rights, remedies and defences to the full extent of law, in equity and by agreement.
5. Submitter hereby represents and warrants that:
 - (i) Submitter is the sole originator of the Material, that the Material is solely owned by Submitter and that no other person, from a corporation, has any right, title or interest therein;

- (ii) neither the Material nor OUTtv's review or use thereof, shall violate any personal or property rights of any third party, including but not limited to, copyright, privacy, droit moral or other intellectual property rights, not shall the Material or OUTtv's review thereof constitute defamation, libel or slander against any third party;
 - (iii) Submitter has the full right and authorization to submit the Material to OUTtv upon all of the terms and conditions herein stated;
 - (iv) no persons other than those signing below have collaborated with Submitter and created the Material nor do any persons other than those signing below have any rights in such material inconsistent with Submitter's agreement hereunder.
6. Submitter acknowledges that in the event of a claim of wrongful appropriation or other claim, he shall be limited to an action at law for damages, and Submitter hereby waives all right to injunctive or equitable relief.
 7. Submitter hereby agrees to indemnify, defend and hold harmless OUTtv and its Related Entities from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by OUTtv or its Related Entities in connection with the Material submitted hereunder, any uses of such Material by OUTtv or any breach of any representation or warranty made by Submitter.
 8. This Release constitutes the entire understanding of Submitter and OUTtv. No other agreement, written or oral, expressed or implied, exists between Submitter and OUTtv with respect to the Material. Any modification or waiver hereunder or termination must be in writing and signed by both Submitter and OUTtv. The invalidity of any provision herein shall not affect the remaining provisions. The representations, warranties and indemnities shall survive the termination, execution, completion or expiration of this Release.
 9. Submitter has retained a copy of the Material and agrees that OUTtv shall not have any obligation to return the Material to the Submitter and that OUTtv shall be under no obligation for any loss or damage to such copy.

Dated the _____ day of _____, 200__.

Signature

Print Name: _____