Brunswick Arts Council Winterfest Performance Show Intellectual Property Disclosure, Waiver of Intellectual Property, and Covenant Not to Sue

I acknowledge my participation in the Brunswick Arts Council's Winterfest Performance Show ("**Winterfest**") is voluntary and no promises of compensation of any kind have been made for my submission. I understand no revenue is derived from this contest for me or the Brunswick Arts Council ("**BAC**"). Winterfest only involves the selection of submitted film, potential splicing of submitted film, and use of submitted film by BAC and for BAC related programs and activities. I further understand and agree if my submission is selected as a Winterfest film performance, any Intellectual Property Rights shall vest with BAC and I will receive recognition by BAC as Winterfest film performer through a publicized announcement and video for Winterfest. No other rights or privileges shall vest other than recognition as Winterfest film performer.

I waive, release, and discharge BAC, including its employees, officers, directors, and agents from any and all claims or liabilities related to my participation in Winterfest Performance Show.

I agree not to sue BAC or any of its employees, officers, directors, or agents for any of the claims or liabilities I have waived, released, or discharged in this document.

I agree this Release and Waiver of Liability shall be binding upon me and I consent to have this Release and Waiver of Liability governed by the laws of the state of North Carolina.

_____As evidenced by my signature, I certify that I understand I have waived liability, I have no intellectual property rights or claims to the submitted film for Winterfest, and I affirm that I am eighteen (18) years of age or older.

_____	_____	_____
Printed Name	Applicant's Signature	Date

_____ **I am under the age of eighteen (18) years of age.** My parent or legal guardian has read and completed the section below. (If applicant is under 18 years of age, a parent or guardian must execute, in addition to the above Release and Waiver of Liability, the following for and on behalf of the minor.)

I, _____ (parent or guardian name), the parent and natural or legal guardian of _____(minor's name) ("**Minor**") execute the above Release and Waiver of Liability for and on behalf of Minor. I bind myself, Minor, and all other assigns to the terms of this Release and Waiver of Liability. I represent that I have legal capacity and authority to act for and on behalf of Minor and I agree to indemnify and hold harmless the persons or entities named in the Release and Waiver of Liability for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of Minor in the execution of this Release and Waiver of Liability. I fully consent to the participation of Minor in the Brunswick Arts Council Winterfest Performance Show.

_____	_____	_____
Printed Name	Parent/Guardian Signature	Date