

**Iredell-Statesville Schools Career Academy & Technical School's**  
**Big Splash Student Short Film Festival**  
**Waiver and Release of Liability**

(To be signed by those submitting an entry/film to the festival)

In consideration for being allowed to participate in any way in the Iredell-Statesville Schools Career Academy & Technical School's Big Splash Student Short Film Festival, the undersigned acknowledges, appreciates, and agrees that:

1. Big Splash Student Short Film Festival will not accept or evaluate the Entry submitted in the absence of this signed Release.
2. I represent and warrant that the Entry and its creation followed all rules and regulations regarding content, permissions, and productions.
3. I represent and warrant that I am the owner of all rights in the Entry or the duly authorized agent of the owner of all rights in the Entry, and I have full authority to submit the Entry. I further represent and warrant that any Entry, which I submit, will be original with me and that no other person has an interest therein or claim thereto. I agree to release Big Splash Student Short Film Festival from all liability for loss of, or damage to, the Entry. This Release is binding on me and any entities for which I am acting. This is a non-commissioned submission. There was no request that the Entry be created or submitted to Big Splash Student Short Film Festival.
4. I acknowledge and agree that I am voluntarily submitting the Entry and all other information of my own accord, and that Big Splash Student Short Film Festival is under no obligation to further discuss or consider any part of the Entry submitted and that I have neither the expectation nor right to compensation or reimbursement of any kind for intellectual property or accompanied materials (including but not limited to photographs, videos, demonstrations, and treatments) contained within this submission.
5. I represent and warrant that I have obtained permission from each person who appears in the Entry to grant the rights to the Big Splash Student Short Film Festival and Iredell-Statesville Schools and will submit copies of such permissions to the Big Splash Student Short Film Festival and Iredell-Statesville Schools upon request.
6. I represent and warrant that all music, images, titles, footage, and other material contained in the Entry has been properly licensed and is used permissibly.
7. I recognize, acknowledge, and agree that it is possible that Big Splash Student Short Film Festival may find that the Entry submitted is not new, and/or is in the public domain, and/or that other persons submitted or made public similar or identical materials, and/or that Big Splash Student Short Film Festival has already independently considered the program ideas, formats, productions techniques, locations, talent, effects, etc., that may be the same as or similar to the Entry I submitted to Big Splash Student Short Film Festival, which Big Splash Student Short Film Festival shall have the right to use, and I will not be entitled to any compensation because of Big Splash Student Short Film Festival's use of such other similar or identical material. In such event, Big Splash Student Short Film Festival would have the right to proceed in such areas without obligation to me. Further, for this reason, I agree to release Big Splash Student Short Film Festival from any and all claims and liability based on similarities between the Entry submitted and any work that is ultimately produced by or on behalf of Big Splash

Student Short Film Festival, regardless of legal theories under which such claims may be asserted.

8. I understand that no confidential or fiduciary relationship exists between the parties, and no such relationship is established by this release or by submission of the Entry.
9. Neither my submission of the Entry, nor Big Splash Student Short Film Festival's review (or use of) the Entry, constitutes an implied in fact or implied in law contract, even if there exists an industry custom or practice to the contrary.
10. I will fully indemnify and hold Big Splash Student Short Film Festival, their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees harmless against any and all third-party claims, damages, expenses, costs, or liabilities (including attorneys' fees and settlements) brought or asserted in connection with any breach of my representations and warranties, my Entry, or my conduct during and in connection with this project, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. I release, indemnify, and hold harmless Big Splash Student Short Film Festival from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of the Big Splash Student Film Festival and Iredell-Statesville Schools infringes on the rights of my work as contained in any Entry.
11. No liability or responsibility is assumed by Big Splash Student Short Film Festival or Iredell-Statesville Schools resulting from any user's participation in or attempt to participate in the Big Splash Student Short Film Festival or ability or inability to upload or download any information in connection with participating in the Big Splash Student Short Film Festival.
12. No responsibility or liability is assumed by the Big Splash Student Short Film Festival or Iredell-Statesville Schools for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Big Splash Student Short Film Festival: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Big Splash Student Short Film Festival, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Big Splash Student Short Film Festival, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Big Splash Student Short Film Festival.
13. Big Splash Student Short Film Festival and Iredell-Statesville Schools are not responsible for any typographical errors in the announcement of prizes or the Official Rules, or any inaccurate or incorrect data contained on the Web Site or social media sites maintained by the Big Splash Student Short Film Festival or Iredell-Statesville Schools.
14. The Big Splash Student Short Film Festival and Iredell-Statesville Schools are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from

participation in the Big Splash Student Short Film Festival, use of the Web Site or the download of any information from the Web Site.

15. In the event of a breach or alleged breach (a) related to the Entry, or any part or idea therein, or the submission thereof, or (b) relating to this Release, my remedies will be limited to a remedy at law for damages. I will not be entitled to any form of equitable relief.
16. This Release will be governed by and interpreted pursuant to the laws of the State of North Carolina. This is the complete and binding agreement between the parties and supersedes all prior understandings, both oral and written, with respect to its subject matter. The invalidity of any provision of this Release will in no way affect the validity or enforceability of any of the remainder of this Release. This Release cannot be amended, except by a written agreement signed by both parties. This Release will inure to the benefit of the parties and their respective heirs, successors, representatives, assigns, and licensees.
17. I am executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects and every portion thereof.
18. As used in this Release, the terms "I", "you", "your", and "my" include and bind the undersigned and any and all legal representatives of the undersigned. As used in this Release, " Big Splash Student Short Film Festival" and "Iredell-Statesville Schools" include and bind the Iredell-Statesville School Board of Education.

I hereby state that I have read and understand this Release and that no oral representations of any kind have been made to me, and that this Release states our entire understanding and agreement with reference to the subject matter hereof, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of any of the provisions of this Release must be in writing and signed by both you and Big Splash Student Short Film Festival.

Name of  
School/Project: \_\_\_\_\_

Name of Submitter: \_\_\_\_\_

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

**Parental Permission for Minor Participants**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the release, as provided above, of all the Releases, for myself, my heirs, assigns, and next of kin. I release and agree to hold harmless the Released Parties from any and all liabilities incident to or arising out of my minor child's involvement or participation in the Big Splash Student Short Film Festival as provided above, even if arising from the Releasees negligence, to the fullest extent permitted by law.

Name of Parent/Guardian: \_\_\_\_\_

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