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**BOOST HORROR COMPETITION SUBMISSION  
AND RELEASE OF ALL CLAIMS**

Dear Boost:

I am submitting, have submitted, or will submit to Boost Mobile, LLC ("you") certain material, which may be submitted in written, visual, pre-recorded and/or oral form (hereinafter referred to as the "Material") under the terms and conditions stated herein:

TITLE: \_\_\_\_\_

BRIEF SUMMARY OF HORROR FILM CHARACTER AND CONCEPT, IDEA, THEME OR PLOT:

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1. I acknowledge that because of your activities in the entertainment industry you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. Further, I acknowledge that you have adopted the policy of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this. Accordingly, I specifically acknowledge that you would refuse to accept, consider or otherwise review the Material in the absence of my acceptance of each and all provisions of this agreement ("Agreement"). I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material.

2. In consideration of your receipt of the Material, I hereby agree to the terms of this Agreement. I acknowledge that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist. I further acknowledge that at this time you have no intent to compensate me in anyway and I have no expectation of receiving any compensation. I acknowledge that you are under no obligation to review or use or negotiate with me with respect to the Material in any manner.

3. I represent and warrant that I am the sole owner and author of the Material and all rights therein (including, without limitation, the copyright); that the Material is wholly original with me and no incident or part thereof was taken or copied from or based upon any other source; that I have full right to submit it to you upon the terms and conditions stated herein; and that the consent of no other person or entity is required to fully exploit the Material. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against you or incurred by

you, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these representations and warranties.

4. I acknowledge that the Material is, has been, or will be submitted by me voluntarily and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Material. I agree that nothing contained in this Agreement nor the fact of my submission of the Material to you shall be deemed to place you in a position different from that of, or to cause you to have any fewer rights than, a member of the general public to whom I have not submitted the Material.

5. I acknowledge that materials (or portions thereof) developed, created, acquired, licensed or otherwise obtained by you, or third party materials to which you have had access, may be similar or identical to the Material (or portions thereof) in theme, idea, plot, format and/or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material. I hereby waive, and agree that I will never make, any claim or demand or bring any action against you in connection with the use of the Material. In this connection, I hereby release and absolutely and forever discharge you of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which I now have, or at any time heretofore ever had or which I may have in the future, against you which in any way arise out of or in connection with the Material.

6. I hereby acknowledge that I am familiar with Section 1542 of the Civil Code of the State of California, which section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I hereby waive and relinquish any and all rights and benefits which I have or may have under Section 1542 of the Civil Code to the full extent that I lawfully may waive and relinquish any and all such rights and benefits.

7. Each party hereby waives any and all rights and benefits which they might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes, as the sole and exclusive means to resolve any such disputes. Any such dispute may be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that such arbitration shall be heard before a single arbitrator, selected pursuant to such rules and regulations. Such arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the losing party, in addition to all other relief to which it may be entitled, its costs and expenses, including, without limitation, actual attorneys' fees and the costs of expert witnesses. In the event of any dispute concerning this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief.

8. I have retained, or will retain, at least one copy of the Material, I acknowledge that you do not intend to return to me any copies of the Material submitted to you hereunder, and I hereby release you of and from any and all liability for loss of, or damage to, such copies.

9. If the Material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons. As used herein, "you" shall be deemed to include you, your related entities, and your and their employees, agents, contractors, licensees and assigns.

10. Any provision or part of any provision which is void or unenforceable shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

11. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein.

12. I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to such material; and that this Agreement (together with the Official Rules of the Boost Mobile "Best of the Next in Horror" Contest) states our entire understanding.

13. I understand that I have the right to seek the advice of independent counsel concerning my rights, the provisions hereof, and the advisability of executing this document. Further, I acknowledge that I have been advised by you, and you have given me the opportunity, to seek the advice of independent counsel, and I acknowledge that I am executing this Agreement voluntarily after consultation with independent counsel or after intentionally deciding not to do so.

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Today's Date: \_\_\_\_\_