



**GUIGNOLFEST - 2023**

**15th Annual 72-HR Horror Film Contest**

**THIS CAN BE EMAILED AFTER SIGNING**

**GuignolFest.com**

**Contact/Text: (503)396-2562**

**GuignolFest@gmail.com**

***MUSIC RELEASE FORM***

***All members of the same band can sign one form.***

***All music licensed or used with permission can be listed on one form.***

***ORIGINAL RECORDING MUST BE MADE DURING FILMING WEEKEND.***

1. I agree to furnish the musical compositions, recordings, performances, and/or other materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by \_\_\_\_\_ ("Filmmaker") as part of the 14th Annual GuignolFest 72-HR Horror Film Contest & Festival for on or about October 13 - 16, 2023 (the "Project").

The description of the Material is as follows: (please list title of music; if original work, list composer and/or musician; if from music service or music library, please list the name of the service/library and contact information.)

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2. I hereby irrevocably grant to Filmmaker and GuignolFest Productions (collectively, "Producer") the right to incorporate the Material, and any portions thereof, in whole or in part in the Film in any manner at Producer's sole discretion for GuignolFest's future screenings, promotions, other festivals, and associated media.

3. I represent that I have the right to grant to the Producer the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires the Producer to use the Material. I agree to indemnify and hold harmless Producer and any person claiming under Producer, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by the Producer or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Producer's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach.

4. I agree to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer may require to evidence its rights. I hereby appoint Producer, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

5. In addition to any of its other rights or remedies, the Producer will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Producer and shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will insure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

