

## ARTIST RELEASE AND LICENSE

THIS AGREEMENT (“Agreement”) is made as of \_\_\_\_\_ between the Academy of Interactive Arts and Sciences (“AIAS”), located at 3183 Wilshire Blvd, STE 196 F13, Los Angeles, CA, 90010, and the artist whose name is listed below (“Artist”) (each a “Party” and collectively, the “Parties”).

**Artist Name:** \_\_\_\_\_  
**Artist Address:** \_\_\_\_\_  
**Title of Work:** \_\_\_\_\_  
**Description of Work:** \_\_\_\_\_

### BACKGROUND

- Artist is the owner of the piece of artwork listed and described above (the “Work”).
- Artist would like to submit the Work into a competition for the purposes of the Game Maker’s Sketchbook art exhibition (“GMS”), which AIAS owns and hosts.
- In exchange for consideration of the Work’s potential inclusion in GMS, Artist is willing to grant to AIAS, and AIAS is willing to accept from Artist, a non-exclusive license to utilize the Work subject to the terms of this Agreement.

### 1. LICENSE

- 1.1. **License Grant.** Artist hereby grants to AIAS in perpetuity a royalty-free, non-exclusive, irrevocable right and license to use, print, publish, broadcast, reproduce, distribute and publicly display the Work, alone or with other works, throughout the world in any means of expression by any method now known or hereafter developed, and to market or sell the Work or any part of it, alone or with other works, as AIAS sees fit, including, by way of example and not limitation, in a physical or digital book.
- 1.2. **Artist’s Name and Likeness.** Artist hereby grants AIAS in perpetuity the royalty-free, non-exclusive right to use Artist’s name and likeness in connection with AIAS’s use of the Work as granted above.
- 1.3. **Distribution of Proceeds.** Any proceeds arising from the licenses set forth in this Section will go solely to the Academy of Interactive Arts and Sciences Foundation (a not-for-profit charitable organization). Neither AIAS nor the Foundation will owe any financial obligation to Artist in connection with the use of the licenses granted under this Agreement.
- 1.4. **No Obligation to Use.** Nothing in this Agreement creates an obligation on the part of AIAS to use the work, accept it into GMS, or otherwise.
- 1.5. **Reserved Rights.** All ownership rights in the Work remain in Artist’s name and Artist reserves all rights except as granted in this Agreement. Artist will not be

prevented from using the Work in any manner and for any purpose by reason of the licensed granted in this Agreement.

## 2. CREDIT

AIAS will make reasonable efforts to provide credit to Artist in each use of the Work. But failure to do so will not be considered a breach of this Agreement.

## 3. WARRANTIES

Artist represents and warrants that:

- 3.1. Artist is the sole creator of the Work, and the Work is original to Artist.
- 3.2. Artist is the owner of and has the sole and exclusive rights to the Work, including any copyright rights.
- 3.3. The Work is not encumbered in any manner.
- 3.4. Artist has the sole and full power to enter into this Agreement.
- 3.5. If Artist's representative signs this Agreement on behalf of Artist, that representative has the right and authority to enter into this Agreement on behalf of Artist, grant all rights, and fulfill all obligations contained in this Agreement.
- 3.6. The Work does not infringe upon the copyright, trademark, patent, right of privacy or publicity, or other third-party rights.

## 4. TERMINATION

- 4.1. **Material Breach.** The Agreement may be terminated by either Party for failure to cure a material breach of this Agreement if such breach is not cured within 30 days of receiving notice from the terminating Party.
- 4.2. **AIAS Breach.** If this Agreement is terminated for cause based on AIAS's material uncured breach, AIAS will cease use of the Work and will no longer have the right to use the Work, *except for* any pre-existing uses which have already been sold, licensed, or otherwise distributed to end users and customers.

## 5. INDEMNIFICATION

Artist will indemnify and hold AIAS and its affiliates and agents (the "AIAS Parties") harmless against all damages, claims, losses, demands, lawsuits or other legal actions, including any demands for legal fees and expenses, made by any third party against the AIAS Parties, arising out of any breach of any warranty made by Artist, acts or omissions of Artist in connection with the Work or the subject matter of this Agreement, or breach or threatened breach of this Agreement by Artist.

## 6. RELEASE OF LIABILITY

- 6.1. **Release.** Artist hereby releases and forever discharges AIAS and its affiliates and agents from and against all known or unknown damages, claims, losses, demand, lawsuits or other legal actions, including any demands for legal fees and expenses, whether known or unknown, anticipated or unanticipated, relating to or arising

out of this Agreement, except those arising out of AIAS's gross negligence or willful misconduct.

- 6.2. **Acknowledgment.** ARTIST ACKNOWLEDGES THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

ARTIST, BEING AWARE OF CIVIL CODE SECTION 1542, HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH THEY MAY HAVE UNDER THIS LAW, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

## 7. GENERAL

- 7.1. **Relationship.** Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.
- 7.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of the Agreement and supersedes and replaces any prior agreements between the Parties.
- 7.3. **Modifications.** This Agreement may not be modified or revised except by to a written agreement signed by both Parties.
- 7.4. **Severability.** If any part of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, this will not affect the validity of the remaining parts of this Agreement.
- 7.5. **No Assignment.** Artist may not assign this Agreement and any of Artist's obligations under this Agreement.
- 7.6. **No Waiver.** Neither Party's delay, omission or failure to enforce any right with respect to this Agreement will amount to such Party's waiver of such right, or be considered a waiver of any similar right or other provision.
- 7.7. **Governing Law; Venue.** The validity of this Agreement or any part of it and the interpretation of all of its provisions will be governed by the laws of the state of California, and the venue for litigation will be the state and federal courts located in Los Angeles, California.

*[signature page follows]*

BY SIGNING BELOW, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement.

Academy of Interactive Arts and Sciences

By \_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_

Artist (or its authorized representative):

\_\_\_\_\_