Massachusetts Flash Film Festival Liability Waiver
Form (For All Cast and Crew)

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I have agreed and hereby agree to participate in and in connection with a motion picture ("Film") being produced by _____ ("Producer") as part of the Massachusetts Flash Film Festival on or about _____ (date) (the "Project") as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the Massachusetts Flash Film Festival (MFFF) and/or Belmont Media Center (BMC) with regard to the "making of" the Project ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage including without limitation any portion thereof shall be collectively and separately referred to herein as the "Footage".

As used in this Waiver and General Release ("Release"): (a) the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term "Released Parties" means and refers to Producer and MFFF and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

I voluntarily assume any and all risks, known or unknown, associated with my participation in the Project and actions and undertakings in connection with the Project, the Film and the Documentary Footage (collectively "my Participation"). I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Producer and/or MFFF or their agents, employees, or other persons or entities affiliated with the Project; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Project; weather or other natural conditions; human error; my physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with my Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage throughout in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ("Exhibition").

I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released Parties related to or arising from my participation in the Project, including, without limitation, travel to and from any location used in connection with the Project, the making, taping, production, use, editing, distribution, licensing, promoting, and/or Exhibition of the Footage including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.

I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver neither Producer nor MFFF would have accepted my participation in the Project. I and the other Releasing Parties hereby represent that we have been advised by legal counselor have been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Release and of this specific waiver.

The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Project shall be governed by the laws of the District of Columbia applicable to agreements executed and fully performed within the District of Columbia.

Initial

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This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age, and that if I under 18 my parent or legal guardian has signed below. I hereby acknowledge that I have had an opportunity to consult with an attorney prior to signing this Release.

Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future.

Agreed and Accepted:

Name:

Signature: _____ _

Date: _____

Phone: _____   Email:

Address: _____ _

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian   Printed Name   Date

Address