

SUBMISSION RELEASE

I understand and agree that I am submitting publication materials to Karate Petshop, LLC ("**Karate Petshop**") under the title: _____ ("**Materials**"), which I understand and agree is subject to the following agreement between us:

1. Purpose. I am submitting the Materials to Karate Petshop to evaluate such Materials and gauge Karate Petshop's interest in entering into an agreement with me with respect thereto. I agree that Karate Petshop's consideration of the Material does not constitute an obligation, promise, or agreement on its part to publish the Material in any format in whole or part.

2. Submission Does NOT Constitute an Agreement. Karate Petshop's consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission by Karate Petshop of the novelty or originality of the Material.

3. Ideas. Karate Petshop is not obligated to keep confidential my idea that I submit as a part of the Materials. By submitting Materials, I acknowledge and agree that Karate Petshop and each of their respective officers, directors and employees ("**Released Parties**") may previously have created, developed, produced, used or exploited ideas or acquired ideas that duplicate, resemble or contain elements that are similar or identical to the ideas contained within the Materials. I also acknowledge that the Released Parties may later create, develop, produce, use or exploit ideas or acquire ideas that duplicate, resemble or contain elements that are similar or identical to the ideas contained within the Materials. I agree that the Released Parties' creation, development, production, use or exploitation of any ideas that duplicate, resemble or contain elements that are similar or identical to the ideas within the Materials will not entitle me to any credit, compensation or other consideration whatsoever, and I waive and agree not to assert any claim or demand of any kind in connection with the foregoing.

4. No Compensation. Karate Petshop has no obligation to compensate me and no agreement for compensation shall be implied by Karate Petshop's consideration or review of my Materials or my idea.

5. Representations and Warranties. I represent and warrant that:

a. this Submission Release, when signed by me, and all provisions contained herein, will be fully binding on me;

b. I am at least age 18 or the age of majority in the jurisdiction in which I reside, whichever is older, and have the legal right and capacity to enter into this agreement;

c. I am a legal resident of the United States;

d. any text or other material, ideas, know-how or information that I submit (each of the foregoing, included in "**Materials**") is my own original work, that I am the sole author of the Materials and have the right to make it available to Karate Petshop and to grant to Karate Petshop the rights granted in this Submission Release, and that the Materials have not previously have been published in any media;

e. the Materials do not contain any material that violates or infringes upon the rights of any third party (including, without limitation, any copyright, trademark, patent or right of

privacy or publicity), or that is unlawful, in violation of, or contrary to any applicable law or regulation, or whose use by the Karate Petshop requires a license or permission from or payment to any third party; and

f. that if the Materials identify or depict any person other than me, I have prior to submission obtained written consent from such person (or his or her parent or legal guardian, if the person identified or depicted is a minor) to the use by the Karate Petshop of the Materials including such person's name, image and/or other identifying information, as applicable, as permitted hereunder, and shall provide such signed authorizations to Karate Petshop upon request.

6. No Obligation to Return. Karate Petshop may retain a copy of the Materials, and I release Karate Petshop from any liability for loss or damage thereto.

7. Release. On behalf of myself and my successors, assigns and representatives, I hereby release, discharge and agree to hold harmless the Released Parties from any and all claims, suits, actions, demands, liabilities and damages of any kind whatsoever arising out of or in connection with the use by Karate Petshop of my Materials or any component thereof, including, without limitation, any and all claims for copyright infringement, patent infringement, invasion of privacy, unjust enrichment, misappropriation, breach of contract or confidence, conversion, violation of the right of publicity and/or defamation. I understand that Karate Petshop is relying upon the foregoing release in permitting me to submit Materials. I acknowledge that I will not have any right to, and agree not to seek to, terminate or rescind the release contained herein.

8. Governing Law, Venue and Jurisdiction; Entire Agreement. This Submission Release shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of California, U.S.A., without regard to its choice of law provisions. I irrevocably agree that any disputes directly or indirectly arising out of or relating to this agreement shall be resolved exclusively in the state or federal courts located in Los Angeles, California, U.S.A. I hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute and waive any right to a trial by jury. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Submission Release sets forth the entire agreement of the parties with respect to the subject matter hereof, may not be changed except by an instrument in writing signed by both parties and supersedes any and all prior agreements between the parties. In agreeing to this Submission Release, I am not relying on any promises, representations or other statements that are not contained in this release.

Signature: _____

Name (print): _____

Address: _____

Telephone: _____

Date: _____