

PROGRAM PROPOSAL SUBMISSION RELEASE

By submitting my proposal and related materials (the "Material") to Rogers Broadcasting Limited ("Rogers"), I hereby acknowledge, represent, warrant and agree as follows:

1. The Material is original, not copied in whole or part from any other work, and does not infringe upon any third party's copyright, moral rights, publicity rights, or any other rights or defame any person. No other persons other than as indicated by me have collaborated with me in creating and developing the Material. If any other person has collaborated with me in creating and developing the Material, he/she must execute this Release or he/she will be deemed to have read and agreed with the terms and conditions of this Release.
2. Rogers' consideration of the Material and any negotiations between us regarding the Material will not be deemed an admission by Rogers of the novelty or originality of the Material.
3. Rogers may retain a copy of the Material. Rogers is under no obligation to use the Material nor is Rogers obligated to return the Material to me.
4. I hereby grant Rogers the right to use the Material provided that Rogers shall first conclude an agreement with me prior to Rogers' exercising its right, unless Rogers determines that it has an independent legal right to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include Rogers' employees and other persons submitting materials to Rogers) have submitted similar or identical ideas, suggestions, stories and other material which Rogers has the right to use.
5. Rogers receives numerous submissions of ideas, stories and other materials from other sources and Rogers creates and/or commissions others to create on Rogers' behalf such materials. The subject matter, substance and/or other elements contained in such materials may be similar to those contained in the Material. I understand and acknowledge that Rogers may have or will have other materials which may have elements that are substantially similar to those found in the Material.
6. I hereby release and discharge Rogers, its parent, subsidiaries, affiliated and associated companies, and their directors, officers, agents, employees, contractors, licensees, successors and assigns of and from any and all claims, demands, actions, liabilities and judgments whatsoever in law or equity, that I may now or hereafter have arising directly or indirectly out of any use of the Material.
7. This Release will be governed by the laws of Ontario and the laws of Canada applicable therein. Any dispute will be settled in the city of Toronto. This Release constitutes our entire understanding concerning the Material, and my submission of the Material constitutes my agreement with the terms of this Release. This Release also applies to any other material which I may submit to Rogers unless it is agreed by us in writing to the contrary. The invalidity of any provision of this Release shall not affect the remainder, which shall continue in full force and effect.
8. I have read the foregoing and fully understand the terms and conditions contained herein.

Working Title of Proposal

Signature

Date

Name (Please Print Clearly)

E-mail Address

Street Address

City, Province, Postal Code

Telephone Number

NOTE: If your Material involves collaboration, each collaborator should sign and provide the above information.