

NEW YORK FILM ACADEMY

Participant Release Agreement

The RELEASE AGREEMENT (“Agreement”) dated as of _____, by _____ an individual residing at _____ (“Participant”) in favor of New York Film Academy, Ltd, a New York corporation with a place of business at 17 Battery Place, New York, New York (“NYFA”)

WHEREAS, the Participant may be an employee of NYFA;

WHEREAS, the Participant desires to work on a project (the “Project”) produced by _____ (the “Producer”);

WHEREAS, the Producer may borrow from NYFA equipment in connection with the Project pursuant to a separate agreement between Producer and NYFA (the “Equipment”);

WHEREAS, the Participant recognizes that even though the Equipment is owned by NYFA, the Project is not sponsored by or in any way associated with NYFA;

WHEREAS, NYFA has agreed to permit the Participant to participate in the Project on the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration the receipt of which is already received, the Undersigned hereby agrees as follows:

1. The Participant acknowledges that NYFA: (a) is under no obligation to permit Participant to participate in the Project and is doing so as an accommodation to Participant and Producer; (b) is not sponsoring or associating itself with the Project in any way; and (c) will not be responsible for anything that may happen as a result of Participant participating in the Project or using the Equipment.
2. The Participant shall not participate in the Project during hours which they are obligated to work for NYFA.

NEW YORK FILM ACADEMY

3. The Participant hereby releases, discharges and holds NYFA, any of its subsidiaries, affiliates and their officers, directors and employees (collectively, the “Releases”) harmless from any and all actions, causes of action, suits, debts and claims (both existing now or in the future) brought by or against NYFA in connection with or related to the Participant’s participation in the Project or use of the Equipment.
4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the date set forth above.

Signature

Date
