

SUBMISSION RELEASE

TO: Swords & Sassery Inc.
Ontario, Canada
Ontario Corporation No. 002285027

1. I am submitting to you herewith the following material (hereinafter referred to as "Material(s)"):

Title:

Description (circle one): written pitch / art samples

2. I understand that you have adopted the policy of refusing to accept or evaluate unsolicited material unless the person submitting such material has signed an agreement in form substantially the same as this. I specifically acknowledge that you would refuse to accept or otherwise evaluate any material in the absence of my acceptance of each and all of the provisions of this agreement. I am submitting this Material voluntarily and not in confidence, and it is understood that no confidential relationship is established by my submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.

3. I request that you review the Material with a view to considering whether it is original and, if so, whether you have any interest in utilizing such material in connection with the creation of a story to be utilized as part of a "Tavern Tales" issue of the comic book series Skullkickers.

4. I agree that nothing contained in this agreement nor the fact of my submission of the Material to you shall be deemed to place you in any different position than anyone else to whom I have not submitted the Material with respect to any portion of the Material which does not constitute literary property protected under copyright laws.

5. I recognize that you may create or have created or developed or have been submitted by third parties literary materials and ideas which may be similar, or identical material which may have been independently created by you or third parties or may be based on or inspired by actual events, even if such creation may occur after the date hereof.

6. You are aware that such similarity has, in analogous circumstances in the past, given rise to litigation, so that unless you can obtain protection in advance, you will refuse to accept or evaluate the Material. The protection for you must be sufficiently broad to protect you, your related corporations, and you and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.

7. I agree that no obligation of any kind is assumed or may be implied against you by reason of your acceptance and review of the Material or any discussion we may have.

8. In the event of any dispute concerning any alleged use of the Material (e.g., whether you have caused to be used copyrightable protectable portions thereof), or any other dispute arising out of or in connection with the Material or with reference to this agreement, its validity, construction, performance, non-performance, operation, breach continuance or termination, such dispute shall be limited to an action at law for damages.

Should I be unsuccessful in any such action, I assume, and agree to pay to you upon demand, all of your costs and expenses entailed in defending or contesting such action, including all court costs, costs of depositions, attorneys' fees, and the fees or charges of any experts engaged by you to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by you in the defense or contest of such action.

If I should claim that you have used all or any part of the Material submitted or any features or elements in the Material submitted, I undertake the entire burden of proof of originality, copying, similarity, and all other elements necessary to establish your liability, and agree that my submission of the Material shall in no event give rise to a presumption or interference of copying or taking or that anyone in your organization, other than the particular individual to whom the materials is delivered by me, had access to the Material or examined same.

9. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by me that you have used or appropriated the said material.

10. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relive such party of his or its obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees, clients and all such heirs, successors, representatives, assigns, licensees and clients shall be deemed to be third party beneficiaries under this agreement.

11. I have retained at least one copy of the Material, and I hereby release you of and from any and all liability for loss of or damage to the copies of said material submitted to you hereunder.

12. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

13. The validity of this letter agreement and all matters relating to its interpretation and performance shall be interpreted in accordance with the laws of the State of New York applicable to contracts made and fully performed therein, but without regard to principles of conflicts of law. Any action or proceeding related to or arising out of this Agreement shall be brought and maintained solely in Toronto, Ontario, Canada. The parties stipulate that such forum is convenient to them. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purpose hereof.

14. This is a legally binding agreement. I acknowledge that you have informed me to have legal counsel review and approve this document.

15. No provision of this agreement shall be interpreted for or against either party because the party or that party's legal representative drafted such provision. The parties hereto acknowledge and agree that they have read and understand each and every provision of this letter agreement and consent to all of the terms and provisions contained herein voluntarily and without any reservation whatsoever.

Very truly yours,

Signature

PRINT

NAME: _____

DATE: _____

ADDRESS: _____

AGREED TO AND ACCEPTED BY:

Swords and Sassery Inc.

By: _____

Its: _____