



This form and signed waiver must accompany your creative offering(s). All submissions will be put to good use and be part of a collaborative effort to celebrate individual originality. This effort will depict what it looks like when that originality and creativity comes together as a whole. Proper accreditation will be given whenever appropriate and/or feasible, unless otherwise noted by the submitter. A sincere thank you for playing along, for sharing and for being part of this exciting initiative that I am confident will be HUGE in a lot of positive ways! *michele*

name _____

mailing address _____

city _____

state _____

zip _____

daytime phone _____

e-mail address _____

tiTle oF pleCE _____

bRieF DeScriPtion aNd/Or StOry bEhInD piEcE

mail to:
simply michele, inc.
c/o initiative
p.o. box 259
408 grant street
van meter, iowa 50261

email:
initiative@couragetocreate.com

simply michele, inc.




1. For and in receipt of good and valuable consideration, the sufficiency of which is hereby acknowledged, I

hereby grant to Simply Michele, Inc. ("Producer"), and those acting with its authority and permission, the absolute right and permission to create, use, re-use, publish, and re-publish the submitted work, described as _____

that Producer or those acting on its behalf may make of it or in which may be included (the "Works"), in whole or in part, without restriction as to changes or alterations, including in conjunction with my own name, voice, signature or reproductions thereof in color or otherwise, made through any medium at Producer's place of business or elsewhere, and in any and all media now or hereafter known, for purposes of illustration, promotion, training, art, advertising, business, trade, or any other purpose whatsoever. I also consent to the use of any printed matter, including biographical information about me, in conjunction therewith.

2. I understand that my services are being rendered as "work made for hire", as that term is used in copyright law. I hereby acknowledge that Producer is and shall be the exclusive owner of the copyright in all such Works, and Producer shall therefore have the exclusive right to reproduce the Works in copies whole or in part and in any manner without restriction as to changes or alternations, in and in connection with the development, production, distribution, exploitation, advertisement or promotion of the Works, and/or any other production, whether distributed online, on television or via any other form of distribution to the public, and in advertisements and promotions for any such uses and for the website, throughout the universe at any time in any and all media now known and hereafter devised.

3. I acknowledge that I shall not be deemed to be an employee of Producer, nor shall I be entitled to the benefits provided by Producer to its employees.

4. I hereby waive any right that I may have to inspect or approve any finished products embodying the Works and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Further, I understand and acknowledge that Producer may edit submitted materials appearance, and the images of submitted material. I hereby authorize Producer to do so in its sole discretion.

5. I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, discharge, and agree to save harmless Producer, its parent, subsidiary and affiliated companies, its legal representatives and assigns, and all persons acting under its permission or authority or those for whom it is acting, from any liability, claims, damages, losses, costs, expenses, injuries or cause of actions whatsoever that in any way are caused by or arise out of this Agreement. Moreover, in no event shall I have any right to seek injunctive or other equitable relief against Producer, its parent, subsidiary or affiliated companies, its licensees, successor or assigns, or any other party arising out of this Agreement.

6. I hereby warrant that I am at least eighteen years of age and have the right to contract in my own name. If I am not, the name and signature of my legal guardian appear below as authorization for this use. I have read this entire release prior to its execution, and I am fully familiar with the contents hereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

7. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me to Producer under this Agreement to any person or entity. This is the complete and binding agreement between Producer and me, and it supercedes all prior understandings and/or communications, both oral and written, with respect to its subject matter.

8. Submitter agrees that Simply Michele, Inc. shall have not have any obligation to return the submitted Material to Submitter and that Simply Michele, Inc. shall be under no obligation for any loss or damage to such Material.

Agreed & Accepted:

SIGNATURE _____

Print Name _____

Address _____

Date: _____