



## PRODUCTION PACK CONTRACTOR CHECKLIST

**NOTE: YOU MUST FILL OUT ALL FORMS TO BE ELIGIBLE TO PARTICIPATE IN OUR PROJECT. ALL FORMS MUST BE RETURNED TO US BEFORE TRAVEL.**

Check off each box once the part is completed

- Completion of Form 9 – Crew Contract
- Completion of Form 9A- Crew Release Form
- Completion of Form 9B – Accident & Release of Liability
- Completion of Form 9C - Foreign Travel Waiver
- Completion of Form 9D – Release of Damage Equipment Waiver
- Completion of Form 9E – Emergency Contact & Medical Information
- Completion of Form 9F – Non Disclosure Agreement
- Completion of Form 9G – Face Sheet & Crew Profile



## Reel Z Projects Crew Agreement

From: \_\_\_\_\_ of \_\_\_\_\_  
To: \_\_\_\_\_ of \_\_\_\_\_ Date:

This agreement is made on \_\_\_\_\_ 2017.

\_\_\_\_\_ (Working title)

We write to confirm the agreement we have reached as follows:

### 1. Engagement

We hereby engage you and you hereby agree to provide the exclusive services of \_\_\_\_\_ for the film provisionally entitled "UNCHARTED" (the "Film") on the terms and conditions set out in this agreement.

### 2. Term

We shall be entitled to your non-exclusive services before the shoot and exclusive services during the period of in country occupancy, tentatively set for September 25<sup>th</sup> 2017 – November 20<sup>th</sup> 2017. Please note there exists the possibility of the term defined being extended due to production needs, if such an extension is needed the crew member will be informed with notice. At the discretion of the company & the crew member this contract will remain in force and in mutual agreement. If an extension is not agreed upon, the crew member's contract will terminate on the above date.

### 3. Remuneration

3.1. We shall, as full and complete consideration for all services rendered and for all rights, consents and benefits assigned and/or granted to us under this agreement, pay to you the amount based solely upon your title above and at an applicable daily rate as researched by our production staff. Furthermore we will fully reimburse you for any documented expenses from the point of departure until the point of return. We will not be responsible for any reimbursement for undocumented expenses. The foregoing amount is inclusive of any amounts payable in respect of holidays. You agree that repayment and reimbursement is solely dependent on the sale of the final film (the "Film") to a network broadcast and/or distribution network. You understand that you as a contractor eligible for reimbursement will be limited to a "per Diem" daily expense for \$50.00 USD daily for food, \$25.00 USD daily for Miscellaneous needs, and \$40.00 USD daily for lodging. Any amounts incurred over this will be your sole responsibility and you will not be reimbursed in any way by the company. Certain circumstances may arise in this contract that would allow for increases, and each of those will be handled on a case by case basis. Unless expressly written in your contract, the above is your sole entitlement to remuneration on this contract.

#### 3a. documentation of Remuneration.

At our sole discretion the company has chosen to use proprietary software to track our crew members working hours on this project. The crew member will be instructed on how to use this system. The crew member agrees to faithfully track any hours worked and report any discrepancies. At any time a crew member can request a report of their earnings to date. The system is not foolproof and despite our best efforts could be

compromised. It is left to the discretion of the crew member to solely use this system. We highly recommend each crew member document their working hours in a secondary manner. Any crew member found to have manipulated the system in any way will give the company cause for immediate termination of said crew member's contract.

#### **4. Copyright**

4.1. You hereby assign to us absolutely

(a) The entire copyright (including without limitation rental and lending rights and cable re-transmission rights) throughout the universe for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as you are able, in perpetuity) and, to the extent relevant, by way of present assignment of future copyright and

(b) All other rights whatsoever, in all of your services hereunder, including, without limitation, all performances and literary, dramatic, artistic and musical material contributed by you to the Film (the said performances, copyright and services are herein referred to as "the Services").

4.2. You hereby irrevocably grant to us throughout the world:-

(a) All consents necessary to enable us to make the fullest use of the Services;  
And

(b) the right to and to authorize others to issue publicity concerning your services in connection with the Film and to use your name, voice, biography and likeness and the Services in connection with the exploitation of the Film and/or the advertising, publicizing and/or promotion of the Film and/or the financiers and/or the distributors of the Film but so that, without your prior written consent, such use shall not suggest that you endorse, recommend or use any commercial products or services other than the Film and/or the said financiers and/or distributors.

(c) You recognize that we have the unlimited right to edit, copy, alter, add to, take from, adapt and/or translate the Services and the Film and, with regard to the Services and the Film, hereby irrevocably waive the benefits of any provision of law known as "moral rights" or any similar laws of any jurisdiction. We shall not be obliged to incorporate the Services in the Film.

4.3. You shall do all such acts and execute such documents as we may reasonably require to vest in or confirm to us or our successors-in-title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by you to us under this agreement.

#### **5. Your Obligations**

You agree: -

(a) To render your services to the best of your skill and ability in willing collaboration with such persons as we may designate at such times and places as we may require;

(b) To obtain knowledge of and comply with all rules and regulations for the time being in force at such places where your services are rendered hereunder;

(c) Not to make any disclosure or supply any information to the public or any third party (other than your professional advisers) relating to the Film or to our general affairs;

(d) That the Services will be original and will not infringe the rights of any third party;

(e) To keep us informed of your whereabouts at all times during the period in which your services are required under this agreement;

(f) not to pledge our credit, order goods or incur any liability on our behalf nor hold yourself out as being entitled to do so without our written authority;

(g) that you are not now nor have at any time been subject to or suffering from any

illness, injury or other condition which may adversely affect your ability or suitability to render any services required under this agreement; and

(h) To indemnify us against any and all claims, costs and/or damages made against us as a result of any breach or non-performance by you of any or all of the provisions of this agreement.

## **6. Warranties**

You hereby warrant, represent and undertake to us that:

(a) You are free to enter into and to perform this agreement and have not entered and will not enter into any professional or other commitment which would or might conflict with the full and due rendering of your services hereunder;

(b) The Services (save to the extent that they incorporate material made available to you by us or at our instance) will be wholly original in you and will not infringe The copyright or any other rights of any third party;

(c) The Services will not (whether by way of inflection or otherwise) contain any defamatory matter or breach any contract or duty of confidence.

## **7. Remuneration**

The amounts repayable to you in respect of your services under this agreement is exclusive of Value Added Tax, which shall be payable at the appropriate rate, if applicable. You acknowledge that the said amounts represents, and has been agreed on the basis that it represents, the full and complete consideration due to you for all services rendered and rights and benefits granted and assigned under this. No further sums are payable to you under this agreement whether in respect of the hours worked by you or under any collective bargaining agreement.

## **8. Name and Likeness**

You hereby irrevocably grant to us the right to interview you, photograph and make motion pictures and sound recordings of your physical likeness and voice and to issue publicity including your name, likeness and voice and/or any approved biographical material (which you will supply immediately upon request, failing which we shall be entitled to use our own biography) in connection with the advertising, publicity, promotion and/or exploitation of the Film and in connection with (without limitation) "behind the scenes" and "making of" programmes, recordings, publications or films and tapes and in any CD-ROM or EPK (Electronic Press Kit) in respect of the Film in any format and in any and all media throughout the world and in perpetuity.

## **9. Loss (For more information Please see Addendum 9A & 9B & 9C & 9D to this contract)**

We shall not be under any liability in respect of

(a) any claim for loss of publicity or opportunity to enhance your reputation even if we delay or abandon production or exploitation of the Film or the use of your services notwithstanding that we may have advertised the same; or

(b) any loss or damage to your property whilst in transit to or whilst at places where you render services under this agreement except to such extent, if at all, as we may be able to enforce a claim for indemnity against a third party or under any policy of insurance effected by us; or

(c) For your death or any personal injury or ailment arising out of or in the course of your engagement hereunder except to such extent, if at all, as the same was due to our negligence.

## **10. Suspension and termination**

10.1. If we are unable to make use of all or any of your services hereunder for any reason or event beyond our control, we may by written or verbal notice to you suspend

this agreement with immediate effect. If the suspension continues for a period of seven (7) consecutive days or more we shall be entitled to terminate this agreement with immediate effect.

10.2. If at any time you fail or refuse to perform your services or you breach any or all of the provisions of this agreement, we may by written or oral notice (but if oral subsequently confirmed in writing) at our discretion either suspend and/or terminate this agreement with immediate effect.

10.3. We shall be entitled to terminate this agreement at any time on giving to you one (1) weeks' notice in writing.

10.4. Suspension or termination under this clause shall be without prejudice to any other claim or rights we may have against you or to our entitlement to the rights in the Services assigned and/or granted to us under this agreement.

10.5. In regards to termination or your voluntary separation from this agreement, we agree to pay to you the sum totaling the amount earned up until that point, but not after. You agree to abide by this as a part of this contract.

## **11. Assignment**

We shall be entitled to assign the benefit of this agreement and of your services hereunder to any third party but we shall remain liable to you for all our obligations under this agreement notwithstanding any such assignment.

## **12. Miscellaneous**

13.1 You acknowledge that your engagement hereunder and this agreement generally is not subject to the jurisdiction, agreements or provisions of any guild or union, including without limitation B.E.C.T.U, I.A.T.S.E, or any collective bargaining agreement, guild or union regulations.

13.2 For the purposes of the Data Protection Act 1998, as amended from time to time, you agree and give your consent to the holding and processing of personal data relating to you in any form, (whether obtained or held in writing, electronically or otherwise) by us or other companies for purposes connected with our relationship with you. You agree that we can make this information available to companies and legal and regulatory authorities throughout the world.

13.3 In the event of any breach of this agreement by us, your sole remedy shall be an action at law for damages, if any. In no event shall you seek or be entitled to seek or obtain injunctive or other equitable relief and termination of your engagement hereunder or this agreement, for any reason shall not affect our rights in and to the results and proceeds of your services hereunder.

13.4 This agreement sets out the entire understanding between us at the date hereof in relation to the Film and supersedes any prior agreements or arrangements (whether oral or in writing) between us relating thereto. This agreement may only be modified by an agreement in writing signed by both you and us.

13.5 No waiver, express or implied, by either you or us of any term or condition or of any breach by the other of any of the provisions of this agreement shall operate as a waiver of any breach of the same or any other provision of this agreement.

13.6 This agreement shall be governed by and construed in accordance with the laws of the state of California and the parties hereby submit to the jurisdiction of these Courts.

Please confirm your acceptance of the foregoing by signing and returning to us the enclosed copy.

Jason Harris  
Director/CEO  
Reel Z Productions LLC

Read and agreed by:



Jason Harris





## CREW RELEASE FORM (Addendum 9A)

I accept all of the conditions and provisions of the following release form covering my work on the production herein and which is being produced by Reel Z Productions LLC.

### Ownership

I assign to Reel Z Productions LLC the ownership and all rights to use, exhibit, distribute, assign, license, and otherwise exploit the products of my work on the production. I also waive any and all claims to copyright, patent, or other ownership of my work products on the production.

I agree to keep confidential all written, creative, technical and financial detail of the production unless requested by Reel Z Productions LLC to disclose such information.

I agree to participate in publicity for the production.

### Liability

I indemnify Reel Z Productions LLC, the owners of any locations used, and the owners of any uninsured rental equipment against any claims and demands of personal injury, damage to property, and death resulting from my work on the production.

I understand that I am responsible for all necessary personal injury, death, and liability insurances, and am responsible for any damage caused by my actions and by my personal property used during my work on the production.

I accept full responsibility for all personal risks during my work on the production.

### Compensation

I understand my services are conditional as outlined in (Section 3. Remuneration) in Form 9 titled "Crew Contract". This is the full extent of my compensation for this project, and I have not been assigned or given any additional compensation not strictly outlined therein.

Name for screen credits: \_\_\_\_\_

### Signatures

\_\_\_\_\_  
Name [print]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Address





**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM  
Addendum 9B**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS PROJECT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this project, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, Sponsors, and organizers of the project in which I may participate, and that it will govern my actions and responsibilities at said project.

In consideration of my application and permitting me to participate in this project, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this project, THE FOLLOWING ENTITIES OR PERSONS: Reel Z Productions LLC, (Reel Z) and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this project, whether caused by the negligence of release or otherwise.

I acknowledge that Reel Z and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific project on their behalf.

I acknowledge that this project may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the project. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this project.

I understand while participating in this project, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the project holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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Participant's Signature  
(Please print legibly.)

Date

Participant's Name





## FOREIGN TRAVEL WAIVER AND RELEASE FROM LIABILITY

(THIS FORM MUST BE SIGNED BY THE CONTRACTOR PRIOR TO AUTHORIZATION OF TRAVEL WITH OUR COMPANY.)

Name of Contractor: \_\_\_\_\_ Contractor ID #: \_\_\_\_\_

Project Title: \_\_\_\_\_ Participation Year: \_\_\_\_\_

Foreign Country(ies) of Travel: \_\_\_\_\_

1. I acknowledge that travel to foreign countries may involve many risks including, but not limited to, terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, loss or damage to property belonging to me and others, differing customs and legal requirements.
2. I understand that the social, cultural, political, religious, governmental, health care, legal (both civil and criminal) and other systems, as well as the geophysical characteristics, of foreign countries may be different, in subtle and/or significant ways, from those in the United States. For example, behavior that is considered normal or acceptable in the United States may be illegal or socially or culturally unacceptable or offensive outside the United States and may result in penalty, fines or imprisonment. I understand that police, fire and other governmental systems may differ from U.S. standards in certain countries, and that the quality and availability of health care may be very different than the United States. Finally, I am aware that certain activities carry increased levels of risk by their nature (for example strenuous physical activity, sea travel, etc.).
3. I understand that Reel Z Productions LLC is not responsible for my safety and knowingly and voluntarily agree to assume any and all risks associated with participation in the above-described travel opportunity (the "Project"). I also acknowledge that my participation in the Project is optional and that my participation would not have been permitted without this waiver and release.
4. To the maximum extent permitted by law, I release Reel Z Productions LLC, its trustees, officers, faculty, employees, representatives, agents, or anyone accompanying this Project, or their heirs or estates, in their official and individual capacities (collectively, the "Company") from, and agree not to sue Reel Z Productions LLC for, any and all claims and causes of action for loss of or damage to property, bodily or personal injury, loss of companionship or support, or death sustained by me or third parties arising out of any activity or travel associated with my participation in the Project.
5. I agree to defend, indemnify and hold harmless Reel Z Productions LLC for any and all losses, expenses, claims, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Project including, but not limited to, damage to property, any injuries or death sustained by any person(s) as a result of my actions or inactivity. I further understand that nothing stated herein shall relieve me from my obligation to uphold and support all rules and regulations for participation in the Project, as set forth by the company.
6. I have reviewed applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control relating to all foreign destinations listed above. I have read all travel warnings issues by the U.S. Department of State and the Center for Disease Control and have voiced any concerns I have prior to my participation in this project.
7. I understand and acknowledge that Reel Z Productions LLC is not providing personal chaperones or supervision with respect to the Project, and that I am responsible for my individual conduct, health and safety at all times.
8. I acknowledge that if I decide to travel to a Reel Z Productions LLC/Project site before the official start date (as defined by the project timeline), or choose to stay at the location site after the project termination date, I do so of my own volition and at my sole risk and responsibility, and Reel Z Productions LLC has no obligation or responsibility to assist me in case of an emergency. I acknowledge that the same conditions apply if I decide to travel to places or countries outside the Project's parameters within the official project timeline. I accept the responsibility to notify my emergency contacts of my personal plans. I authorize Reel Z Productions LLC to advise my parent(s), guardian(s) and/or emergency contact(s) of my decision, if considered necessary.
9. **Contractors initials:** \_\_\_\_\_
  - A) As a Reel Z Productions LLC contractor I acknowledge that I am responsible for completing all requirements regarding the relevant health and safety criteria during the project. If approved by Reel Z Productions LLC, I acknowledge that I am responsible for complying with all health and safety requirements and procedures as outlined to me prior to my participation.
  - B) If my travel's in these countries takes me to an independent site not sanctioned by Reel Z Productions LLC, I understand that there will be no Reel Z Productions LLC Personnel on site which will require me to assume responsibility for my own health and safety. I do so of my own volition and at my sole risk and responsibility and understand that Reel Z Productions LLC will not be present to assist me in case of an emergency and that said area of travel may not be secured for my safety and has not been vetted by Reel Z Productions LLC.
10. I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in the Project, and have not been advised otherwise by a medical practitioner. In this regard, I have completed the Medical Clearance and Emergency Contact Form. Reel Z Productions LLC is in no way responsible for any accident or health costs or medical care.

11. I grant to Reel Z Productions LLC the full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in this Project, including the provision of any emergency first aid, medication, medical treatment, or surgery deemed necessary by medical personnel. This authority will permit Reel Z Productions LLC, at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place me in the hand of a local medical doctor for treatment. Reel Z Productions LLC is further authorized to fly me back home, at my own expense, for medical treatment if, in consultation with local medical authorities, this is deemed to be necessary. I also authorize medical personnel to execute any documents relating to medical attention and to act on my behalf, if I am unable to do so.
12. I agree that at all times I will follow the directions of the Reel Z Productions LLC personnel that are accompanying the Project in all matters related to my participation in the Project. Reel Z Productions LLC reserves the right to suspend or terminate my participation in the Project for failure to maintain the standards of Reel Z Productions LLC or if it be deemed that my acts, words or conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the Project or of the Company. This suspension or termination will in no way entitle me further remuneration from the Project.
13. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.
14. This agreement represents my complete understanding with Reel Z Productions LLC concerning Reel Z Productions LLC responsibility and liability for my participation in the Project, supersedes any previous or contemporaneous understandings I may have had with Reel Z Productions LLC on this subject, whether written or oral.
15. This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
16. This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.
17. I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I Have voluntarily signed this release.

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Printed Name of Contractor

---

Signature of Contractor

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Dated On



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Agreed to by Reel Z Productions LLC





## **PERSONAL/PROFESSIONAL EQUIPMENT DAMAGE WAIVER & AGREEMENT (FORM 9D)**

Please Read Carefully. You Are Liable for Your Equipment for the entire length of your contract with our company.

1. Indemnity. Contractor ("You") agree to defend, indemnify, and hold Reel Z Productions, LLC, our agents, employees, assignees, suppliers, personnel, contractors ("Us" or "We") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Equipment you the contractor willingly and voluntarily travel with for the project under this Agreement ("Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim.
2. Covered Period. The first day of the contract begins on the date listed on your travel date with our company. The last day is the day prior to the date on your contract is terminated with our company.
3. Loss of or Damage to your Equipment. You are responsible for loss, damage or destruction of your equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises.
4. Shipments. If your equipment is shipped, the contractor enters into this contractual arrangement by virtue of the contractor's verbal and/or written request for said shipment. The contractor assumes possession of the equipment and all risk and expense for any shipment once the equipment has been consigned to a carrier, or carrier's agent. The company is not liable in any way for the loss, damage, delay, or costs arising from the shipment.
5. Return of Equipment. Your equipment will be deemed returned to you and this agreement/waiver will be void upon the day of the contractor's termination from our company.
6. Protection of Others. You will take reasonable precautions in regard to the use of your Equipment to protect all persons and property from injury or damage. Your Equipment shall be used only by your employees or agents qualified to use said Equipment.
7. Equipment in Working Order. You warrant you have tested your Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent you have disclosed to us all of the intended uses of the Equipment, it is fit for its intended purpose.
8. Property Insurance. You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering your Equipment from all sources (Personal insurance or professional equipment insurance Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting"
9. Workers Compensation Insurance. (If Applicable) You shall, at your own expense, maintain workers Compensation/employer's liability insurance during the course of your Equipment use with minimum limits of \$1,000,000.
10. Use of Liability Insurance. You shall, at your own expense and your own discretion, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. If you choose to do so the Liability Insurance shall name the company as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverage's: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$1,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence

11. Insurance Generally. All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be Covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions Or limitations shall not affect your liability for any loss.

12. Cancellation of Insurance. You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

13. Certificates of Insurance. Before allowing transport of your Equipment you shall provide to us Certificates of Insurance confirming the coverage's specified above. An authorized agent or representative of the insurance shall sign all certificates carrier.

14. Compliance with Law and Regulations. You agree to comply with the laws of all states in which your Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, you shall at all times (i) display all necessary and proper placards; obtain all necessary permits; and (iii) keep all required logs and records.

You shall indemnify and hold us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of your Equipment.

15. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, you shall be solely responsible for the replacement cost value or repair cost of your Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a police report.

16. Subrogation. You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment.

17. Condition of Equipment. You assume all obligation and liability with respect to the ownership of your Equipment, and for its use, condition and storage during the term of this Agreement.

18. Expenses. You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of your Equipment.

19. Accident Reports. If any of your Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

20. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

21. Applicable Law. This Agreement will be deemed to be executed and delivered in Los Angeles, California and governed by the laws of the State of California.

22. Arbitration. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted

23. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

24. Facsimile Signature. This Agreement may be executed by facsimile signature and such signature shall be deemed a valid and binding original signature.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

AUTHORIZED CONTRACTOR:

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
PLEASE PRINT YOUR NAME SIGNATURE

AUTHORIZED REPRESENTATIVE OF REEL Z PRODUCTIONS LLC:

Jason Harris

\_\_\_\_\_  
DATE: \_\_\_\_\_

*Jason Harris*

\_\_\_\_\_  
PLEASE PRINT YOUR NAME SIGNATURE





**CONTRACTOR MEDICAL INFORMATION**  
**& EMERGENCY CONTACT FORM**  
**(FORM 9E)**

**PART I: EMERGENCY CONTACT INFORMATION**

Return this form to team@reelzproductions.com. This information will be sent to the personnel involved in the project you are assigned. Please use dark ink and write clearly. A new form must be submitted if there is a change in information or in the event of a medically related leave of absence.

Name of Contractor: \_\_\_\_\_ Contractor ID Number: \_\_\_\_\_

Dates of Participation in Project): \_\_\_\_\_ 2017

**Emergency Contact(s)**

In case of emergency, we will contact the first person listed. If unavailable, we will contact the second person listed.

1) Name: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2) Name: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PART II: MEDICAL HEALTH HISTORY**

Contractors with known and/or ongoing medical conditions must prepare for and manage their condition overseas. Please read and complete all sections of this form.

**Health Insurance**

Personal Health Insurance is MANDATORY for Reel Z Contractors.

**Medical Information**

Reel Z officials will use this information to assist you in preparing for your travels. Please answer all questions completely. Timely disclosure of your health information will allow Reel Z to support your overseas experience effectively. Mild physical or psychological disorders can become serious under the stresses of studying and traveling abroad. Therefore, it is important that you inform Reel Z of any medical or emotional conditions, past or current, which might affect your safety and welfare or that of other program participants.

The information provided will be handled confidentially and will be shared with Reel Z Productions personnel only to the extent needed to secure health care or disability accommodations.

## General Health

List any recent or continuing health problems: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Surgeries (list type and year): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

List any physical or learning disabilities<sup>1</sup>: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Drug/Food Allergies (list and briefly describe reaction): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Blood Type: \_\_\_\_\_

## Medical History

Have you ever suffered from, been treated for, or hospitalized for the following?

	Y	N	Date		Y	N	Date		Y	N	Date
Headaches				Ulcer/colitis				Back/joint problems			
Epilepsy/seizures				Hepatitis/gallbladder				High blood pressure			
Asthma/lung disease				Bladder/kidney problems				Thyroid problems			

Heart disease				Diabetes				Recurrent or chronic infectious diseases			
Anemia or bleeding disorder				Cancer/tumors				Other (list):			

## Mental Health History

Have you ever suffered from, been treated for, or hospitalized for the following?

	Y	N	Date	Please provide an explanation for any box you have checked
Any mental health condition (such as depression or anxiety)				
Substance abuse (alcohol or drugs)				
Eating disorder (anorexia/bulimia)				
Are you taking/have you ever taken medication for the above problems?				

Are you currently under the care of a doctor or other health care professional, including mental health treatment?

Yes  No  For what condition(s): \_\_\_\_\_

Doctor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

## Other Relevant Information

In order to provide the best access to health facilities abroad, please provide any other information relevant to your Health, which may be necessary for Reel Z Productions personnel to know during your travel: \_\_\_\_\_

I acknowledge that my health history provided here is complete and accurate. I have no physical conditions that affect my ability to travel and/or participate in any of the activities involved at Reel Z Productions. I understand that I am responsible for notifying the appropriate personnel immediately of any injury, sickness or other medical condition or change to the medical information herein provided.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date





## **NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_ day of \_\_\_\_\_ in this year of 2017 by and between Reel Z Productions LLC, located at 1930 Wilshire Blvd, Los Angeles, CA 90057 ( the "**Disclosing Party**"), and \_\_\_\_\_ with an address at \_\_\_\_\_ (the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding the sharing of protected documents and \_\_\_\_\_ During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of Which is hereby acknowledged, the parties hereto agree as follows:

### 1. **Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably Be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

### 2. **Disclosure of Confidential Information.**

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective

Representatives.

3. **Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. **Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. **Term.**

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. **Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential

Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. **Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. **Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time.

This Agreement does not create a joint venture or partnership between the parties.

If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. **Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. **Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of California (state) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.

The Federal and state courts located in California (state) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Disclosing Party**  
**Party**

**Receiving**

By Jason Harris  
Title: CEO  
Reel Z Productions LLC

By \_\_\_\_\_  
  
Title:





**If you could go anywhere in the world, where would you go, why?**

**The decision to travel with the Uncharted team was mainly based on?**

**If you could tell the audience one awesome thing, it would be?**

**The weirdest moment of your life was?**

**Describe a time when you were completely at awe while traveling?**

**The message you hope to send about travel while on this team is?**