Castle Mountain Community Film Festival

Release & Waiver Package

Forms required with every film submission

This package contains the four forms listed under "Releases & Waivers" in the festival rules. Every submission must include the applicable forms, fully signed, before the film is accepted for screening.

Which forms do I need?

Form	Who signs it	When required
Form A – Participant Appearance Release	Each adult (18+) who is recognizable on camera	Every recognizable adult, including the filmmaker if they appear
Form B – Parent/Guardian Consent & Release	Parent or legal guardian of each person under 18 who appears on camera or participates	Every minor
Form C – Filmmaker Acknowledgement & Assumption of Risk	The filmmaker / entrant (one per submission)	Every submission
Form D – Screening & Online Hosting Agreement	The filmmaker / entrant (one per submission)	Every submission

Drone footage

Drone use is generally not permitted in Federal and Provincial Parks or at Castle Mountain Resort. If your film contains drone footage from any of these areas, attach copies of the required permits and permissions to Form C. Submissions containing drone footage without this paperwork will not be accepted.

Submitting

Scan or photograph completed forms and submit them with your film file via email to cmcfilmfest@gmail.com. Keep the originals. Questions: Tim Luke timgluke@outlook.com, 416-464-0470.

Castle Mountain Community Film Festival

Form A – Participant Appearance Release

For adults (18 years or older) who are recognizable on camera

Film title:

Filmmaker / entrant name:

Participant full name:

Participant phone / email:

In consideration of my participation in the film named above (the "Film"), I agree as follows:

1. Grant of rights. I irrevocably grant the Filmmaker, Castle Mountain Community Film Festival, and the Castle Mountain Community Association (CMCA) (together, the "Festival") the right to record, photograph and use my name, image, likeness, voice, appearance and performance in and in connection with the Film.
2. Use. The Film, and clips or stills from it, may be edited, reproduced, exhibited, screened, streamed, broadcast and distributed in any media now known or later developed, including the Festival screening, the Festival website, social media channels and video hosting platforms, and for promotion of the Festival in future years, without limitation as to time or territory.
3. No compensation. I understand I will receive no payment or other compensation for the use of my appearance, and that I have no right to inspect or approve the finished Film or any use of it.
4. Ownership. All rights in the recordings belong to the Filmmaker. I do not acquire any ownership interest in the Film.
5. Release. I release and discharge the Filmmaker and the Festival, and their respective directors, officers, volunteers, sponsors and agents, from any claim arising out of the use of my appearance as permitted above, including any claim for defamation, invasion of privacy or infringement of personality or publicity rights.
6. Assumption of risk. I understand that participation in filming outdoors and at Castle Mountain Resort may involve inherent risks including but not limited to slips and falls, weather, terrain, wildlife, and collisions with other people or objects. I voluntarily accept these risks and confirm that my participation is at my own risk.
7. I confirm that I am at least 18 years of age, that I have read and understood this release, and that I am signing it voluntarily.

Participant signature	Date
Participant printed name	Witness signature

Castle Mountain Community Film Festival

Form B – Parent / Guardian Consent & Release

For any participant under 18 years of age

Film title:

Filmmaker / entrant name:

Minor's full name:

Minor's date of birth (YYYY-MM-DD):

Parent / legal guardian full name:

Parent / guardian phone / email:

Relationship to minor:

I am the parent or legal guardian of the minor named above (the "Minor") and have full authority to sign this form on the Minor's behalf. In consideration of the Minor's participation in the film named above (the "Film"), I agree as follows:

1. Consent to participate. I consent to the Minor participating in the making of the Film, including being filmed, photographed and recorded.
2. Grant of rights. On behalf of the Minor and myself, I irrevocably grant the Filmmaker, , Castle Mountain Community Film Festival and the Castle Mountain Community Association (CMCA) (together, the "Festival") the right to use the Minor's name, image, likeness, voice, appearance and performance in and in connection with the Film, in any media now known or later developed, including the Festival screening, the Festival website, social media channels and video hosting platforms, and for promotion of the Festival in future years, without limitation as to time or territory.
3. No compensation. Neither the Minor nor I will receive payment or other compensation for this use, and neither of us has any right to inspect or approve the finished Film.
4. Supervision. I understand that the Filmmaker and Festival do not provide supervision or childcare. I am responsible for the Minor's supervision and safety during filming, and I will ensure the Minor follows Castle Mountain Resort rules and signage and any directions of the Filmmaker relating to safety.
5. Assumption of risk. I understand that filming outdoors and at Castle Mountain Resort may involve inherent risks including but not limited to slips and falls, weather, terrain, wildlife, and collisions with other people or objects. On behalf of the Minor and myself, I voluntarily accept these risks.
6. Release and indemnity. To the fullest extent permitted by law, I release the Filmmaker and the Festival, and their respective directors, officers, volunteers, sponsors and agents, from any claim arising out of the Minor's participation or the use of the Minor's appearance as permitted above, and I agree to indemnify them against any claim brought by or on behalf of the Minor in relation to the same.
7. I have read and understood this form and am signing it voluntarily.

Parent / guardian signature	Date
Parent / guardian printed name	Witness signature

Form C – Filmmaker Acknowledgement & Assumption of Risk

One per submission – to be signed by the filmmaker / entrant

Film title:

Filmmaker / entrant full name:

Mailing address:

Phone / email:

Filming location(s):

In consideration of Castle Mountain Community Film Festival and the Castle Mountain Community Association (CMCA) (together, the "Festival") accepting my submission, I acknowledge and agree as follows:

1. Safety and conduct

- All filming activities were, and any further activities will be, conducted in accordance with Castle Mountain Resort rules, signage, and staff directions, and with all applicable laws, park regulations and land-use requirements.
- I am responsible for my own actions and for the actions of every person who participated in the making of my film, including cast, crew, and helpers.
- I did not, and will not, trespass, enter closed terrain, or engage in any activity that puts myself, participants, the public or resort staff at unreasonable risk.

2. Drones

Drone use is not permitted in Federal and Provincial Parks or at Castle Mountain Resort without special permission and proper permits. Check one:

☐ My film contains NO drone footage.

☐ My film contains drone footage from outside Federal/Provincial Parks and Castle Mountain Resort, captured in compliance with Transport Canada rules.

☐ My film contains drone footage from a Federal or Provincial Park and/or Castle Mountain Resort. I have ATTACHED copies of the required permits and written permissions. I understand the Festival will not accept my submission without this paperwork.

3. Fees, fines, and penalties

All fees, fines, penalties, damages, or costs incurred during the creation or distribution of my film, or as a result of it, are my sole responsibility. I will indemnify and hold harmless the Festival, Castle Mountain Resort, and their respective directors, officers, employees, volunteers, sponsors, and agents from any such amounts and from any claim arising from my film or the making of it.

4. Assumption of risk and release

I understand that filming outdoors, in the backcountry and at a ski resort involves inherent risks including, without limitation: changing weather; avalanche, rockfall and unstable terrain; slips, falls and collisions; wildlife; equipment failure; and the actions of other people. These risks may result in property damage, personal injury or death.

I VOLUNTARILY ASSUME ALL SUCH RISKS. To the fullest extent permitted by law, I release, waive and discharge the Festival and its directors, officers, employees, volunteers, sponsors and agents from any and all claims, demands, actions and liability of any kind arising out of or connected with my participation in

the Festival or the making of my film, INCLUDING ANY CLAIM ARISING FROM THE NEGLIGENCE OF THE FESTIVAL OR ITS REPRESENTATIVES.

I confirm that the Festival did not direct, supervise, or control the making of my film and that I did not rely on the Festival for any safety planning, equipment or advice.

5. Releases obtained

I confirm that I have obtained a signed Form A (adults) or Form B (minors) from every person recognizable on camera, and that I am submitting those forms with this film.

6. General

I have read this document carefully, I understand that by signing it I am giving up certain legal rights, and I am signing it voluntarily. I am at least 18 years of age. This agreement is governed by the laws of the Province of Alberta.

Filmmaker signature	Date
Filmmaker printed name	Witness signature

Form D – Screening & Online Hosting Agreement

One per submission – to be signed by the filmmaker / entrant

Film title:

Filmmaker / entrant full name:

Running time:

Year completed:

In consideration of Castle Mountain Community Film Festival and the Castle Mountain Community Association (CMCA) (together, the "Festival") accepting the film named above (the "Film"), I agree as follows:

1. Ownership. I own the Film or otherwise have all rights necessary to grant the licence below. I retain copyright and all other ownership of the Film; nothing in this agreement transfers ownership to the Festival.
2. License to screen. I grant the Festival a non-exclusive, royalty-free, worldwide license to publicly exhibit the Film, in whole or in part, at the Festival screening(s) and at any related or re-scheduled Festival events, including outdoor, online or hybrid screenings.
3. License to host online. I grant the Festival a non-exclusive, royalty-free, worldwide licence to upload, host, stream and make the Film available on the Festival's website and on video-hosting and social media platforms selected by the Festival (for example YouTube, Vimeo, Instagram and Facebook), for a period of ONE YEAR from the date of the Festival.
4. Promotion. The Festival may use the Film title, synopsis, my name, and clips or stills of up to [30] seconds / [5] stills from the Film, in any media, to promote the Festival and future Festival editions.
5. Editing. The Festival will not edit the content of the Film except as reasonably required for technical formatting, timing, or to add Festival branding, sponsor acknowledgements, or a content advisory.
6. Music and third-party content. I confirm that all music, footage, images, text, and other third-party material in the Film is original, licensed, public-domain, or otherwise cleared for the uses in this agreement, and that I have obtained all appearance releases required by the Festival rules.
7. Indemnity. I will indemnify and hold harmless the Festival from any claim that the Film, or its screening or hosting as permitted here, infringes the rights of any third party or violates any law.
8. Withdrawal. I may withdraw the Film from online hosting on [30] days' written notice to the Festival, after which the Festival will remove it from platforms under its control within a reasonable time. Screening licences already exercised are not affected.
9. No obligation. The Festival is not obliged to screen or host the Film and may decline or remove it at its discretion, including for content, technical or rights concerns.
10. This agreement is governed by the laws of the Province of Alberta.

Filmmaker signature	Date
Filmmaker printed name	Witness signature