



SUN PATH PRODUCTS INC. 404 W EDINBOROUGH AVE. RAEFORD, NC 28376 (910) 875-9002

ARTIST / ARTWORK RELEASE FORM

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the terms and rules contained in the Sun Path Products, Inc. 10th the undersigned (the "Artist") states that Artist is the sole creator of that certain artwork (the "Artwork"), described as

which Artwork has been submitted as an entry in the 10th Anniversary Javelin Odyssey Logo Contest. Artist hereby irrevocably agrees that said Artwork is deemed to be a "work for hire," under United States of America and International copyright law, and Artist hereby consents to the said designation of the Artwork as a "work for hire" by and for Sun Path Products, Inc. (hereinafter referred to as SPP). The foregoing notwithstanding, if said Artwork shall ever be deemed to not be a "work for hire," Artist hereby and further grants to SPP, and its legal representatives, agents and assigns, any and all copyright and trademark rights and other right, title and interest in said Artwork and any and all use thereof, and any and all such right, title and interest in any and all derivative works thereof, for which Artist might otherwise claim an interest. Artist hereby acknowledges that SPP exclusively owns any and all copyright and trademark rights in the submitted Artwork, for any use whatsoever, in any medium whatsoever, in perpetuity, throughout the entire World.

Artist hereby further fully consents to SPP's use of Artist's name, age, hometown, and photographic likeness in connection with the use of the Artwork, or otherwise, without further compensation to Artist.

Artist hereby warrants that the Artist is the sole creator of the Artwork, and Artist hereby disclaims any right that he/she may otherwise have to the Artwork, and to any derivative works thereof, including but not limited to any and all rights to its use, or to inspect or approve any finished image incorporating the Artwork, or the advertising copy or printed matter which may be used in connection therewith. The undersigned hereby releases, discharges, and hereby agrees to indemnify, defend and hold harmless SPP, its legal representatives, and assigns, and any and all persons acting under its permission or authority, of and from any claim of liability, liability and damages resulting directly or indirectly from SPP's use of the Artwork and any derivative thereof and/or from any third party claim of rights in the Artwork.

Artist hereby warrants that he/she is over the age of majority in the jurisdiction in which this Artist / Artwork Release Form has been executed, and that Artist has the right to enter into this contract with respect to the matters contemplated herein. Artist states that he/she has read the Sun Path Products, Inc. 10th Anniversary Logo Contest Official Rules, fully understands them, and hereby agrees to fully comply with them.

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Artist further states that he/she has read this Artwork Release Form, prior to signing it, and that he/she is fully familiar with the contents hereof. If Artist is a corporation or other entity, the undersigned hereby warrants that he/she is signing this Artwork Release Form as an agent or employee of said corporation or other entity and that he/she is fully authorized to do so. This release shall be binding on the Artist and Artist's agents, heirs, legal representatives, successors, and assigns.

Artist Name:

Signature _____
Artist or duly authorized representative

Address:

Date:

Please sign and return a signed and dated ORIGINAL of this form, along with your Artwork, to:
Sun Path Products, Inc.
Attn: Chris Talbert
404 W. Edinborough Avenue
Raeford, NC 28376

