

## Submission Release

To Dan Bena [dan.bena@danbena.com]:

I am voluntarily submitting to you for your use the creative work ("the Work") for inclusion in your book, tentatively entitled, "500 Words," provided via the form on your website, danbena.com, via direct email to you, or via a fillable release form. In consideration of your review (or the review by an appropriate employee) of the Work, I hereby acknowledge and agree as follows:

1. My execution of this submission release is a prerequisite to your review of the Work. This release will cover and govern the Work, regardless of whether the Work is submitted to you by me, directly or indirectly, before, after, or contemporaneous with my execution of this release.
2. I am the sole creator and owner of the Work and I have full right and authority to submit the Work to you. No rights in or to the Work have been granted previously and your review of the Work will not violate any personal or property of rights of any third party, including copyright and rights of privacy or publicity.
3. I believe that the Work is valuable, usable, and novel. However, I understand that your consideration and review of the Work is not an admission by you that the Work is valuable, usable, or novel. I recognize that you may have independently created, received, or had access to, or may in the future independently create, receive, or have access to, ideas and other creative work from other sources, which may be similar or identical to the Work. I will not be entitled to any compensation for your use of this work or any such similar or identical idea or other creative work. You will not be liable to me for your use of any part of the Work that is neither novel nor legally protected. You may use the Work in its entirety, any portion of the Work, and any derivatives of the Work, and this signed release confirms this agreement.

4. This signed release also serves as a contract between us with respect to the Work. Your consideration of the Work and any discussion we have about the Work does not obligate you to use the Work or to negotiate with or enter into any agreement with me regarding the Work. I will retain all rights to submit the Work or similar material to persons other than you. If you decide to use the Work in any form, this release confirms that I acknowledge that there will be no financial compensation to me of any kind. In return for my agreement for you to use the Work, you have offered to include up to three lines of recognition, which I will provide (nothing vulgar, illegal, obscene, racist, or inflammatory), at the bottom of the published page in a compilation of this and other content from other authors. This compilation is tentatively entitled, "500 Words" as of the date of this agreement.

5. I will indemnify you against all claims, actions, damages, losses, liabilities, and expenses, including reasonable outside attorneys' fees, arising out of any breach or alleged breach of any representation made by me in this release.

6. I have retained a copy of the Work and this release and agree that you will have no obligation to return the submitted copy of the Work to me. I release you from any liability for loss or damage to the Work.

7. Any controversy arising out of this release will be governed by the laws of the state of New York.

8. This release, together with "the Work," constitutes the final, complete, and exclusive statement of the agreement between us with respect to the subject matter, and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between us.

9. If any provision of this release is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, that invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this release will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained in this document.

10. This release may be supplemented, amended, or modified only by our mutual agreement, which must be in writing and signed by both of us.

11. All references to "you" and "your" in this agreement will include you, your parent, subsidiaries, affiliates, employees, agents, successors, and assigns.

12. I am executing this release voluntarily and I fully understand its contents, meaning, and impact.

THE ACT OF SUBMISSION OF CONTENT TO YOU AS DESCRIBED IN THIS AGREEMENT, VIA YOUR WEBSITE, VIA EMAIL, OR OTHER MANNER SERVES AS MY FULL AND COMPLETE AGREEMENT WITH ALL TERMS OF THIS DOCUMENT, AND ALSO AS MY WAIVER FOR A SEPARATE SIGNATURE. MY SUBMISSION SERVES AS MY ELECTRONIC SIGNATURE TO THIS DOCUMENT.