

Release and Indemnification Agreement

Agreement made by and between,

_____, hereinafter referred to as "CLIENT" and
NUVIDIA, LLC., hereinafter referred to as "NUVIDIA".

Client acknowledges and warrants the existence of and legal obligations pertaining to and any and all applicable laws protecting copyrighted materials which may be utilized by CLIENT for the purposes of, but not limited to, video production, audio production, still photography, transparencies, film production, or by any other means, known or unknown.

Client also acknowledges that it will be responsible for obtaining all necessary clearances and permission(s) from every copyright holder associated with the above-mentioned material as it is applicable to the CLIENT's production. Upon delivery of an order to NUVIDIA, CLIENT warrants that all necessary clearances and permissions have been obtained.

Additionally, CLIENT releases and holds harmless NUVIDIA including, but not limited to, its officers, directors, employees, agents, servants, assigns and contractors from all legal responsibility as it may pertain to the copyrights of pre-recorded materials used at the request of the CLIENT.

CLIENT further agrees that in the event of a claim against NUVIDIA for the work performed on behalf of CLIENT, CLIENT will undertake the cost of the defense of NUVIDIA and indemnify NUVIDIA for all costs, judgements or verdicts or awards associated with the work performed by NUVIDIA on behalf of CLIENT.

In the event of a dispute or litigation regarding the terms of this agreement, CLIENT agrees that any action shall be filed in the District Court of Johnson County, Kansas or the Circuit Court of Jackson County, Missouri (Kansas City) and the laws of the State of Kansas shall apply.

Dated this ____ day of _____, 200__

SIGNATURE REQUIRED Client Principal _____

Address _____

City, State, Zip _____

Name of Program _____

Length of Program _____