

# Neptune 3 Studios Limited; Waiver & Release Agreement

This Liability Waiver & Release Form (the “agreement”) is a written agreement between;

Neptune 3 Studios, a company incorporated under the Laws of the Federal Republic of Nigeria with registered office at 32 Abel Damina Street, Goshen Housing Estate, Uyo, Akwa Ibom State, hereinafter referred to as “**The Company**”

And

\_\_\_\_\_ of \_\_\_\_\_ “**The Actor/Actress**”

## Whereas;

- a. The Company wishes to begin the production and filming of their popular web series, **Best Friends in the World: Senior Year** and for this purpose shall offer accommodation to several actors who wish to feature in the series for the duration of filming and production – **The Company Sponsored Event**.
- b. The Actor/Actress wishes to attend the company sponsored event and participate as a volunteer actor/actress.
- c. The agreement is being entered into in consideration of the benefit of starring in any and all company sponsored events including;
- d. The Actor/Actress hereby acknowledges and agrees to the following:

## Agreed Terms;

1. **Voluntary Participation/Remuneration.** The Actor/Actress understands and confirms that participation, acting or starring in the Company sponsored event is voluntary. The Actor/Actress understands that starring in the company sponsored event is voluntary and waives all rights to any remuneration, claims, royalties payments, compensation etc. arising from or in connection with their participation in the company sponsored event.
2. **Medical/Fitness.** The Actor/Actress warrants that he or she is in overall good health and that no bodily or mental condition would create an unreasonable risk of harm to himself or herself in participating in any acting or production activities that requires physical or mental exertion during the company sponsored event. The Actor/Actress either by himself or through a proxy shall not hold the company liable for any medical related issues that may arise before, during or after their participation in the company sponsored event.
3. **The Assumption of Risk.** Actor/Actress understands and acknowledges that there may be potential risks involved related to participation in the company sponsored event. Actor/Actress assumes all risks, known and unknown, in any way connected with the Actor/Actress’s participation in the event. Actor/Actress accepts full responsibility for any liability, injury, loss, damage or death in any way connected with participation in the event. Actor/Actress acknowledges that participation in the event is at the Actor/Actress’s sole risk. Actor/Actress releases the company from any and all liability or claims which may arise from participation in the event.
4. **Age.** The Actor/Actress warrants that He/She is an adult at or above the recommended age of 18. The Actor/Actress shall, if below the recommended age above, obtain the duly written and signed consent of their parent or guardian (alongside a copy of a Valid ID card) and shall attach same to this form.

5. **Code of Conduct.** The Actor/Actress is expected to observe and comply with The Company's code of conduct, rules, regulations and policies, which will be handed over to him/her and expected to be read before participating in the company sponsored event.
6. **Modification.** The provisions of this agreement can only be modified by a written instrument executed by an authorized agent of the company.
7. **Accommodation.** The company shall only be responsible for the provision of accommodation to the Actor/Actress for the duration of the company sponsored event.
8. **Entire Agreement.** This agreement constitutes the entire agreement and understanding between the Actor/Actress and the company, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof.
9. **Indemnification.** The Actor/Actress hereby agrees to indemnify and hold The Company harmless to the extent provided under the Nigerian Laws against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the Actor/Actress's gross negligence, criminal act or bad faith performance of the Actor/Actress duties and obligations. This obligation shall survive the termination of this agreement.
10. **Severability.** If any part of this agreement is found to be void by law, the remaining provisions of this agreement will nevertheless be binding with the same effect as though the void portions were deleted.
11. **Third Party Rights.** No person other than a party to this agreement may enforce any of its terms.
12. **Independent Legal Advice.** The Actor/Actress acknowledges that the Company has provided the Actor/Actress with a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either: The Actor/Actress has had such independent legal advice prior to executing this Agreement, or; The Actor/Actress has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.
13. **Governing law.** The construction and meaning of the terms and provisions of this agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Nigerian Law. The parties irrevocably agree that the courts of Nigeria shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
14. **Binding Effect.** Actor/Actress acknowledges that this agreement is binding upon Actor/Actress's heirs and assigns, personal representative, beneficiaries and next of kin. By signing this agreement, I, the Actor/Actress, agree to waive any present or future claims, and will release and hold harmless the company from any and all liability as a result of any injuries/and or damages suffered or incurred while attending company-sponsored events or on the premises belonging to the company, for any reason. I sign this agreement voluntarily and agree to waive and release any and all claims whatsoever arising from my participation in company-sponsored events.

Actor/Actress Full name; \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>I. ACTOR/ACTRESS PERSONAL INFORMATION</b>			
1. SURNAME			
FIRST NAME			
MIDDLE NAME			
2. DATE OF BIRTH (dd/mm/yyyy)		7. NATIONALITY	
3. PLACE OF BIRTH		8. RESIDENTIAL ADDRESS	
4. SEX	<input type="checkbox"/> Male <input type="checkbox"/> Female		
4. STATUS	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Separated <input type="checkbox"/> Other/s:		
5. BLOOD GROUP/GENOTYPE		10. MOBILE NO.	
6. E-MAIL ADDRESS		10. TELEPHONE NO.	
<b>II. FAMILY BACKGROUND/EMERGENCY CONTACT</b>			
11. SPOUSE'S SURNAME		14. EMERGENCY CONTACT (NAME / RELATIONSHIP)	
12. FIRST NAME		15. MOBILE NO(S)	
13. MIDDLE NAME		16. ADDRESS	
<b>III. MEDICAL STATUS</b>			
17. PRESENT STATE OF HEALTH			
18a. STATE ANY SERIOUS ILLNESSES, OPERATIONS YOU HAVE HAD AND DATES			

18b. TICK ALL ITEMS THAT APPLY, **PAST OR PRESENT** TO YOUR HEALTH HISTORY.

	CONDITION	Y	N		CONDITION	Y	N
1	Asthma			16	Smoking addiction		
2	Allergies (seasonal)			17	Alcohol addiction		
3	Allergies (food, insects, drugs, latex)			18	ADHD (Attention-Deficit Hyperactivity Disorder)		
4	Diabetes			19	Poor vision		
5	Seizures/fainting/dizziness			20	Hearing difficulty		
6	High blood pressure			21	Speech disorder		
7	Heart disease			22	Ear/nose/throat problems		
8	Stomach ulcer			23	Halitosis/Bromhidrosis		
9	Cancer			24	Convulsions		
10	Headaches/migraines			25	Hemophilia		
11	Leukemia			26	Dyslexia		
12	Sickle cell disease			27	Hyperactivity		
13	Skin infection/disease			28	HIV/AIDS		
14	Stomach ulcer			29	Obesity		
15	Drug addiction			30	Bulimia/anorexia		

If you indicated YES for any of the above or if you have a condition that has not been listed, please give further information in the space below:

**IV. EDUCATIONAL BACKGROUND**

19. SCHOOLS, COLLEGES OR UNIVERSITIES ATTENDED	FROM:	TO:	QUALIFICATION ATTAINED/CLASS OF DEGREE
a.			
b.			
c.			

**VI. OTHER INFORMATION**

22. SPECIAL SKILLS and HOBBIES	23. MEMBERSHIP OF ASSOCIATION/ORGANISATION (Write in full)


**VII. REFERENCES**

NAME (WITH TITLE)	EMAIL	COMPANY	PHONE NO.

<p>24. a. Have you ever been found guilty or culpable in any administrative proceedings?</p>	<p style="text-align: center;">NO                      YES</p> <p>If YES, give details:</p>
	<p>b. Have you been charged before any court for any criminal offence?</p>
<p>25. Have you ever been convicted of any crime or violation of any law, decree, ordinance or regulation by any court or tribunal?</p>	<p style="text-align: center;">NO                      YES</p> <p>If YES, give details:</p>

<p>I certify that all answers given herein are true and complete to the best of my knowledge.</p> <p>I authorize the Company authorized representative to verify / validate the contents stated herein.</p>	<p><b>SIGNATURE:</b></p>
	<p><b>DATE:</b></p>