

**Bittersweet Memories**  
**Recipe Submission Form**

*Please complete this form and mail to:*

**Bittersweet Memories**  
Re: Recipe Submission  
P.O. Box 10936  
Chicago, IL 60610

**STORY:**

**RECIPE:**

**DIRECTIONS:**

**Bittersweet Memories  
Assignment, Waiver and Release**

**Please read this carefully, fill it out and attach it to your submission.  
Submissions without this completed document will not be accepted.**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Title of Submission: \_\_\_\_\_

In consideration of the sum of one dollar (\$1.00), the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby assign and transfer in perpetuity to Bittersweet Memories, LLC ("Bittersweet Memories"), its successors and assigns, all worldwide right, title, and interest in, and to, and waive any rights that I may have in all: text, recipes, images, photographs and any other material and/or intellectual property embodied in the material created and submitted by me to Bittersweet Memories (collectively, the "Submission"), including, without limitation, all copyrights (including the right to register the copyright and any renewals or reversions thereof), all moral rights, and any other material and/or intellectual property embodied in the Submission.

I further understand, represent and warrant that:

1. I will not receive any monetary compensation in consideration of the Submission submitted, and that, except as expressly provided herein, the Submission contained in any form, format, or media now known or hereafter developed, including without limitation audio, video, written, printed, graphic, electronic or digital, and any copies or derivative works created by or on behalf of Bittersweet Memories shall be owned by Bittersweet Memories, and that I waive and shall make no claim of any right, title or interest thereto.
2. The Submission (a) is my original creation, has not been previously published in any medium or submitted to any third party, and has not been copied in whole or in part from any other work; (b) does not violate or infringe any copyright, trademark, right of publicity or privacy, or other proprietary right of any person or entity; (c) does not contain any defamation, libel, slander, obscenity, pornography, profanity, or falsehood; and (d) is my sole and exclusive property.
3. The Submission, and all concepts or ideas depicted therein, becomes the property of Bittersweet Memories and will not be returned. Nothing contained herein shall be construed to require Bittersweet Memories to use the Submission submitted hereunder, and Bittersweet Memories reserves the right, in its sole discretion, to decide whether to publish the Submission and/or to display the Submission on Bittersweet Memories' web site.

4. I will be required to furnish a validly executed waiver and release for each person appearing in or contributing to the Submission, including, without limitation, all participants, models, or photographers, whether they are actually described or depicted in the Submission, or whether their appearance or creative contributions are expressed by or incorporated into the Submission.
5. I hereby irrevocably authorize Bittersweet Memories, its affiliated companies and their agents, successors and assigns, and anyone authorized by them, to use, copyright, reproduce, publish, and display my name, address, biographical data, photo, likeness, and other resemblance ("Likeness"), and to use the results and proceeds thereof in connection with any publication, display, advertising or promotion of the Submission, including, without limitation, the rights to make any editorial changes, deletions, abridgment and condensation whatsoever in the text of the Submission, and to publish, copy, exhibit, transmit, perform, copyright, reproduce, display (on Bittersweet Memories' web site or otherwise), license, sell, and otherwise exploit all or any portion thereof in any and all media, whether now known or hereafter developed, throughout the universe in perpetuity, and I hereby waive any and all such rights and claims that I may have with respect to such use of my Likeness in connection with the Submission.
6. I hereby waive any right I may have to approve the final form and context of the use of the Submission or any Likeness of me hereunder. I also release, discharge and agree to hold harmless Bittersweet Memories, its affiliated companies and their agents, successors and assigns, and anyone authorized by them, from any and all rights, claims, demands and actions which I, or my heirs, executors or assigns may have on account of the use of the Submission or my Likeness, including those based on distortion or optical illusion arising from the reproduction process, the composite nature of the use or otherwise.
7. I agree to indemnify, defend and hold Bittersweet Memories, its officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns harmless against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses and settlements (including attorneys' fees and costs of litigation, settlement, judgment, interest and penalties) arising out of or related to the reproduction, display, publication and/or any other use of the Submission and/or my Likeness.
8. I hereby represent and warrant that: I am a legal United States resident residing in the United States; I am of full and legal age and I have every right to contract in my own name (if not, parent or guardian must sign as indicated below).
9. This agreement shall be deemed to have been made in, and all issues regarding this agreement, the Submission and the use of my Likeness shall be governed by and construed pursuant to the laws of, the State of Illinois. The parties agree that any action or proceeding arising out of or related to this Agreement shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois, Eastern Division, and the parties hereby consent to such venue and to the jurisdiction of such courts over such proceeding and themselves.
10. If any provision of this agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that such offending provision is enforceable to the maximum extent permissible.

11. This agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

I have read or have read to me the foregoing prior to its execution and agree to be bound by the terms thereof.

Submitter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you are under 18 years of age, your parent or guardian must also sign here:

\_\_\_\_\_  
Parent's/Guardian's Signature

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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