

DIGITAL IMPROVEMENTS

Please complete this form and include it when you drop off or ship your media to the address below. U.S.A. orders should not have a value of more than \$10.00 and should be declared as "home movies" or you may incur taxes and brokerage charges from the shipping company. Please use a carrier that provides tracking.

Name: _____ **Phone Number:** _____

Mailing Address: _____

Email: _____ **Rush Order** (extra charges apply): **YES** **NO**

Original Format (VHS, Film, etc.): _____ **Return Format** (DVD, VHS, etc.): _____

Service Type (e.g. transfer, repair, edit): _____ **Additional Notes:** _____

How did you find us: Google, Yahoo, Previous Customer, Other _____

Title for DVD/Tape/Files: _____

Extra Copies: YES _____ NO _____ **Credit Card** (VISA/MC): _____ **Expiry:** _____

PLEASE READ AND SIGN BELOW TERMS AND CONDITIONS

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS AND LIABILITY THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST DIGITAL IMPROVEMENTS OR ANY SUBCONTRACTORS AND AGREE NOT TO SUE DIGITAL IMPROVEMENTS OR ANY SUBCONTRACTORS AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

I WAIVE AND RELEASE Digital Improvements from liability pertaining to the matters set forth below. I understand that by signing this Waiver and Release that Digital Improvements is in no way responsible for lost or damaged film, video tape, DVD, or other customer provided media ("MEDIA"). I understand that it is possible that the MEDIA may have been given to Digital Improvements in poor condition or in a degraded state and that Digital Improvements will take all reasonable precautions to ensure that the above said MEDIA will be handled with reasonable care, but is in no way responsible for damage or loss under any circumstance. Reasonable effort is taken to return the MEDIA in the same or better condition than what was originally provided unless instructions to Digital Improvements are explicitly stated otherwise, such as but not limited to splicing, film cleaning, repair, recovery, etc. I also understand that there are technical limitations to the work being provided by Digital Improvements and that the end result may be less than my expectation or understanding and that Digital Improvements is in no way responsible for dissatisfaction due to technical limitations.

I AFFIRM THAT I HAVE SECURED ALL THE RIGHTS AND PERMISSIONS ACCORDING TO COPYRIGHT AND PRIVACY LAWS FOR ALL MUSIC, VIDEO, PHOTOGRAPHS, ACTORS, ETC. THAT IS PRESENT IN ANY OF THE MEDIA I PROVIDED TO DIGITAL IMPROVEMENTS AND THAT I CAN PROVIDE WRITTEN PROOF OF SUCH. I AUTHORIZE DIGITAL IMPROVEMENTS TO COPY, EDIT, ENHANCE, CHANGE, DELETE AND OTHERWISE MANIPULATE THE MEDIA ON BEHALF OF MYSELF AND THE COPYRIGHT HOLDER. I PERMIT DIGITAL IMPROVEMENTS TO OUTSOURCE AND SHIP ANY WORK THAT THEY DEEM NECESSARY AND ALLOW MY MEDIA TO BE SHIPPED, VIEWED, TRANSFERRED AND RESTORED BY ANY SUBCONTRACTOR.

I acknowledge that regardless of the Agreement between myself and Digital Improvements that Digital Improvements will conform to all Municipal, Provincial, and Federal laws. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I AUTHORIZE DIGITAL IMPROVEMENTS TO CHARGE MY CREDIT CARD FOR ALL WORK COMPLETED, INCLUDING TAXES, SHIPPING AND OTHER COSTS. I agree to pay the amount invoiced by Digital Improvements. If a job is cancelled by either party, I will pay for all work, taxes, material & shipping completed up until the cancellation date. No original or new media will be released until full payment is received.

I HAVE READ AND FULLY AGREE TO THE TERMS OF THIS WAIVER AND RELEASE. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. I HAVE SIGNED THIS WAIVER FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I VERIFY THAT I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO SIGN THIS WAIVER. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND AGREE THAT THIS AGREEMENT WILL BE BINDING UPON MY HEIRS, NEXT OF KIN AND EXECUTORS.

Signature

Date

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