

RECORDED MEDIA & IMAGE RELEASE AGREEMENT

These Terms and Conditions alone are to apply to all facilities hired and work done between "PERFORMER" and "COMPANY" as a part of audiovisual work, sound recordings, picture, motion picture or other, with mutual assent to the terms as a valid offer and acceptance of consideration. COMPANY is in the business of entertainment production, namely, performance recording and multimedia services. This agreement shall prevail over any terms and conditions put forward by the PERFORMER, and constitute the entire agreement between the parties. Neither party shall be bound by any other statement or representation made to the other. The signatures below confirm all parties involved understand this agreement in full and feel it is fair and just. In consideration of the mutual covenants herein contained, it is agreed as follows: all of the results and proceeds of the services provided under this agreement, whether in writing or recorded, are and shall be deemed "works-made-for-hire" for the Company. Accordingly, the Company shall be deemed the author and/or exclusive owner of all of the rights comprised in the copyright thereof, and the Company shall have the right to exploit any or all of the foregoing in any and all media, whether now known or hereafter invented, as the Company determines. PERFORMER hereby grants COMPANY unrestricted permission and irrevocable license to use images and/or sound recordings without any obligation, compensation or other liability, throughout the world in any manner and in any medium now known or later developed. PERFORMER agrees that there are to be no fees, commissions or royalties paid for such service. PERFORMER hereby waives any right to inspect and approve the finished product or copy that may be used, or the use to which it may be applied. PERFORMER further releases COMPANY from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with such use. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed throughout the world in perpetuity in any media that now exists or may exist in the future. PERFORMER accepts these terms in full, exact, final, comprehensive and complete compensation and every other aspect, adjunct, by-product and consequence, either direct or indirect, of the said work, renouncing every other claim, now, and forever, including all times of the past and future, without exception, and absolving COMPANY in part and in whole, from any and all further obligations. PERFORMER hereby consents that the resulting media may be used without compensation for publication purposes at COMPANY's discretion. PERFORMER hereby grants permission to the rights of such media without payment or any other consideration. PERFORMER understand that reproductions may be edited, copied, exhibited, published or distributed and waives the right to inspect or approve the finished product. Additionally, COMPANY may loan, rent, sell, transfer or give away the media/images. PERFORMER waives any right to royalties or other compensation arising or related to the use of performance or sound recordings. PERFORMER also understands that this material may be used in diverse settings within an unrestricted geographic area. Additional rights for which permission/licenses are granted for use of recording media by COMPANY include: 1. MECHANICAL - license to make and distribute physical recordings or digital files, whether for \$\$\$ or even for free. 2. SYNCHRONIZATION - license to use music in video or cinema. 3. BROADCAST - license to broadcast music over the air (including terrestrial broadcast, satellite, cable, etc.) 4. PUBLIC PERFORMANCE - license to perform to the public. 5. LICENSE GRANT - PERFORMER grants to COMPANY a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right and license to use, reproduce, distribute, transmit, perform, modify and display all materials in any formats solely in connection with marketing, promotion and distribution of the media for publication. The rights PERFORMER grants to COMPANY in this paragraph extend to any person or entity designated or engaged or acting on behalf of COMPANY, and are in addition to any rights COMPANY may otherwise have. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. By signing this form PERFORMER acknowledges complete understanding of the above release and agrees to be bound thereby. PERFORMER hereby waives any right to inspect or approve the finished product or any written copy that may be used in connection therewith. PERFORMER hereby agrees to release, defend, and hold harmless COMPANY and agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper, via electronic media, or other media, from and against any claims, damages or liability arising from or related to the use of the images and sounds, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. It is the discretion of COMPANY to decide whether to use the product. PERFORMER accepts these terms in full, exact, final, comprehensive and complete compensation for the recordings and every other aspect, adjunct, by-product and consequence, either direct or indirect, of the said work, renouncing every other claim, now, and forever, including all times of the past and future, without exception, and absolving COMPANY in part and in whole, from any and all further obligations.

_____ herein referred to as "PERFORMER"

_____ herein referred to as "COMPANY"

date/time/location: _____

Signatures: