



**GENERAL RELEASE FOR USE OF AUDIO, VIDEO RECORDINGS AND PHOTOGRAPHIC AND ELECTRONICALLY CREATED IMAGES.**

This document sets forth the terms of this General Release and Agreement between, \_\_\_\_\_ as a Citations Participant, ("Participant") and Citations Drum and Bugle Corps, PO Box 379 ("Corps"), whereby Participant will perform at specified dates and times with the Corps and Corps will record such performances for purposes to benefit the Corps or its licensees.

**1. SERVICES.** Participant shall perform certain drumming, musical, dance, performance and marching activities as directed by Corps or its representatives throughout the 2008-2009 season. Corps may make visual, audio recordings and photographic and electronic rendering of such performances.

**2. CONSIDERATION.** In consideration for being allowed to participate with the Citations activities throughout the 2008-2009 season and for such other valuable consideration, which is hereby acknowledged received by Participant, Participant assigns any and all rights granted herein for any and all recordings, photographic images and electronic renderings made by the Citations and its licensees.

**3. GRANT OF RIGHTS.** Corps shall own all rights, title and interest, including copyrights, in any and all audio, visual recordings, photographic images and electronic renderings of the performances including but not limited to the master recordings of the compositions. Participant, further grants to Corps the sole and exclusive perpetual, royalty-free, right to full, complete and unrestricted usage of the, photographic, audio, video recordings, and electronic renderings in connection with the performances, practices, any derivation or adaptation thereof and any ancillary rights relating thereto for exhibition, broadcast, reproduction, and other exploitation, in and by any media now known or hereinafter to come into existence, throughout the entire world in any and all languages.

**4. NAME, IMAGE, LIKENESS.** In addition to the foregoing, Corps shall have the right to use Participant's name, image and likeness in connection with any and all promotion and advertising for the Citations and its licensees and/or any ancillary products related thereto.

**5. FORCE MAJEURE.** Neither party will be liable to the other party for its failure to fulfill any of its obligations hereunder or provide any benefits hereunder by reason of an event of Force Majeure, provided that the failing party gives prompt written notice to the other party. Force Majeure is defined as any fire, flood, earthquake, or other acts of God; labor disputes, strikes, or lockouts; wars, rebellions, or revolutions; acts of terrorism; riots or civil disorder; accidents or unavoidable accidents; interruptions in transportation or communications facilities or delay in transit of communications; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such party's reasonable control.

**6. REPRESENTATIONS AND WARRANTIES.** Participant hereby represents and warrants to Corps that: (a) Participant is the sole owner of the contemplated performances and compositions and has the full power and authority to enter into this Agreement and grant the rights granted herein to Corps except as such performance or composition is in the public domain. (b) None of the rights granted Corps herein have been granted, encumbered or otherwise disposed of in any manner to any person, firm or other entity. (c) Participant has not done or omitted to do and will not do or omit to do any act or thing by license, grant or otherwise, that will or may impair or encumber any of the rights herein granted or interfere with the full enjoyment of such rights. (d) The performances and compositions, except as in the public domain, are original work and not based upon any other material and the exercise of the rights granted Corps herein will not violate or infringe upon the copyright, musical, artistic, personal or any other rights of any other person or entity.

**7. INDEMNITIES.** Participant shall indemnify, defend and hold Corps harmless from and against any and all claims, liabilities, costs and expenses arising out of, related to or resulting from any breach of Participant's representations, warranties and/or obligations herein. Corps shall indemnify, defend and hold Participant harmless from and against any and all claims, liabilities, costs and expenses arising out of, related to or resulting from the production, distribution and exploitation of, photographic, audio, video recordings, and electronic renderings, unless and to the extent that such claims, liabilities, costs and expenses arise out of, relate to or result from a breach of Participant's representations, warranties and/or obligations herein.

**8. MISCELLANEOUS.**

- (a) This document constitutes the entire agreement between the parties, and supercedes any prior oral or written agreement or communication between the parties, concerning the subject matter of hereof, and any such prior agreements and communications henceforth without force or effect.
- (b) This Agreement may not be modified or amended except in writing signed by both parties.
- (c) This Agreement may be signed by the parties in separate counterparts, each of which when signed and delivered will be deemed an original, but all such counterparts together will constitute one and the same instrument.
- (d) This Agreement will be governed by and construed under the laws of the State of MA of the United States of America.
- (e) In the event there is a dispute arising out of this Release and Agreement, both parties shall be subject to Personal and Subject Matter Jurisdiction of the Superior Court of Massachusetts.

In witness whereof, the parties hereto have caused this Release & Agreement to be executed as of the date above first written.

Name of Participant (or Parent/guardian, if Participant is a Minor) \_\_\_\_\_

By (Signature) \_\_\_\_\_ Print Name: \_\_\_\_\_

Relationship to Member: \_\_\_\_\_ Date: \_\_\_\_\_