

## DISCLAIMER

YOU MUST READ AND ACCEPT THIS DISCLAIMER BEFORE SUBMITTING ANY VIDEOTAPES TO *CMT HOMEGROWN: HOMETOWN EDITION VIDEO CONTEST*. BY FILLING IN THE BLANKS, AS INSTRUCTED THROUGHOUT THIS DISCLAIMER, YOU ACKNOWLEDGE THAT YOU HAVE READ, AGREE TO AND ARE IN FULL COMPLIANCE WITH THE TERMS OF THIS DISCLAIMER. THIS WILL ALSO ALLOW YOU TO PRINT THE MANDATORY FORMS THAT YOU MUST COMPLETE, SIGN AND INCLUDE WITH ANY SUBMISSION TO *CMT HOMEGROWN: HOMETOWN EDITION VIDEO CONTEST*.

CMT Productions, Inc. ("CMT") (hereafter collectively referred to as the "we" or "us") are requesting members of the public to submit videotapes that they have produced for consideration in connection with the promotional contest currently called "CMT HOMEGROWN: Hometown Edition Video Contest" (the "Program").

We are NOT requesting that: (i) you or anyone else engage in any activities that may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) you or anyone else engage in any activities that may create a risk of any other loss or damage to person or property; or (iii) you or anyone else engage in any activity that may constitute a crime or tort. You agree that you have not engaged nor will you engage in any of the foregoing activities in connection with producing your submission. Without limiting the foregoing, you agree that you have not inflicted emotional distress on other people, have not humiliated other people (publicly or otherwise), have not assaulted or threatened other people, have not entered onto private property without permission, and have not otherwise engaged in any activity that has or may result in injury, death, property damage, and/or legal liability of any kind.

We will not consider for broadcast any submissions in which we believe (in our sole discretion) that any such activities have occurred. We are not obligated to watch, review or consider your submission. You acknowledge that we will rely on your acceptance of this Disclaimer in allowing you to print the required submission and release forms and to submit videotapes for consideration. You must own all rights to your submission, including all elements contained in the submission, and have the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses described in the attached Submission Release & Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into the Submission Release & Agreement. If you produced your submission with one or more individuals, each individual who owns or controls any rights in or to the submission must also read, agree to and sign this Disclaimer and the attached Submission Release & Agreement.

**IMPORTANT: IF YOU ARE UNDER THE AGE OF 18, WE WILL NOT LOOK AT YOUR SUBMISSION WITHOUT YOUR PARENT OR GUARDIAN'S CERTIFICATION ON YOUR SUBMISSION RELEASE FORM THAT YOUR PARENT OR GUARDIAN APPROVED OF THE ACTIVITIES INVOLVED WITH YOUR SUBMISSION BEFORE YOU BEGAN PRODUCING IT AND APPROVES OF YOUR SUBMISSION OF THE VIDEOTAPE IN ACCORDANCE WITH THE TERMS OF THIS DISCLAIMER AND THE ATTACHED SUBMISSION RELEASE & AGREEMENT.**

You agree that CMT and its respective parents and related companies, subsidiaries, affiliates, divisions, and their past, present, and future directors, officers, agents, representatives, employees, contractors, partners, shareholders, members, successors, and assigns will not be liable for any liabilities, claims,

demands, losses, damages, costs, or penalties of any kind arising out of or relating to your activities in connection with producing your submission, and you agree to indemnify, defend and hold harmless these parties from and against any and all liabilities, claims, demands, losses, damages, costs, or penalties of any kind (including attorneys' fees) arising out of or relating to your submission and/or the production thereof.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THIS DISCLAIMER BY FILLING OUT AND SIGNING THE BOX BELOW AND THAT YOU ACCEPT AND AGREE THAT YOU ARE IN FULL COMPLIANCE WITH ITS TERMS.

**"I HAVE READ AND ACCEPT THIS DISCLAIMER" \_\_\_\_\_:**  
**(Sign Here)**

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

**IF YOU ARE 18 YEARS OF AGE OR OLDER**, PLEASE FILL-IN "I AM 18 OR OVER" IN THE BOX BELOW AS INDICATED, WRITE YOUR NAME AND DATE OF BIRTH IN THE BOX BELOW AS INDICATED, TO CERTIFY THAT YOU ARE 18 YEARS OF AGE OR OLDER.

WRITE IN "I AM 18 OR OVER" [ \_\_\_\_\_ ]

WRITE IN YOUR DATE OF BIRTH: [ \_\_\_\_\_ ]

(We will not use your name for any purpose other than keeping a record of who has agreed to this Disclaimer.)

**IF 18 IS NOT THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE**, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THIS DISCLAIMER, INCLUDING THE PARAGRAPH BELOW, AND FILL-IN AND SIGN BELOW AS INSTRUCTED:

BY FILLING-IN AND SIGNING BELOW, YOU CERTIFY THAT (1) YOU ARE THE PARENT OR GUARDIAN OF THE MINOR WHO HAS PRODUCED THE VIDEOTAPE BEING SUBMITTED TO *CMT HOMEGROWN: HOMETOWN EDITION VIDEO CONTEST*; (2) YOU APPROVED ALL OF THE MINOR'S ACTIVITIES IN CONNECTION WITH PRODUCING THE SUBMISSION AND APPROVE OF THE MINOR'S SUBMISSION OF THE VIDEOTAPE PURSUANT TO THE TERMS OF THIS DISCLAIMER AND THE ATTACHED SUBMISSION RELEASE & AGREEMENT; (3) YOU CERTIFY THAT THE MINOR HAS COMPLIED WITH ALL TERMS OF THIS DISCLAIMER; AND (4) YOU ACCEPT AND AGREE TO ALL TERMS OF THIS DISCLAIMER ON BEHALF OF YOURSELF, THE MINOR, AND EACH OF THE MINOR'S IMMEDIATE FAMILY.

**"I HAVE READ AND ACCEPT THIS DISCLAIMER" \_\_\_\_\_:**  
**(Sign Here)**

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

WRITE IN THE MINOR'S NAME: [ \_\_\_\_\_ ]

(We will not use your name for any purpose other than keeping a record of who has agreed to this Disclaimer.)

## **SUBMISSION RELEASE & AGREEMENT**

("Agreement")

I have produced, or contributed to the production of, the videotape (the "Submission") that is being submitted to CMT Productions, Inc. ("CMT") for its consideration and potential use in connection with the entertainment program currently entitled "CMT HOMEGROWN: HOMETOWN EDITION VIDEO CONTEST" (the "Program"). In consideration of the possibility that the Submission (and/or elements or parts thereof) may be included or used in connection with the Program, I hereby agree as follows:

1. I irrevocably grant to CMT and its respective successors, licensees and assigns (collectively referred to herein as "Company") the right to use, edit, modify, alter, portray, broadcast, exhibit, distribute and otherwise exploit the Submission, including, without limitation, any and all concepts, ideas, communications, materials, ideas, dialogue, writings, artwork, photography, audiovisual works, scenes, routines, choreography, musical compositions, sound recordings, titles, graphics and/or other contributions or property of any kind (whether or not copyrightable) contained in or created in connection with the Submission, in and/or in connection with the Program and any related or derivative programming (including, without limitation, any and all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof) in any and all manner, media, language and formats now known and hereafter devised throughout the universe in perpetuity. I also irrevocably grant Company the right to use, exploit and exhibit my name, voice, likeness, photograph, image and biographical information in connection with the Submission, the Program and/or any related or derivative programming (including, without limitation, any and all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof) in any and all media now known and hereafter devised throughout the universe in perpetuity. If I perform or appear (including, without limitation, if my voice is heard) in any part of the Submission or other materials I provide to Company, I will also read, sign and submit the Appearance/Performance Release attached to this Agreement as a supplement to the rights granted herein. Company acknowledges that the rights being granted under this Agreement are granted on a non-exclusive basis, and that Company's use of the Submission (and/or any part thereof) will not affect my separate and independent copyright ownership of the Submission itself. I expressly acknowledge that I will have no "moral rights" or approval rights in connection with any potential use of the Submission.

2. I accept, agree to and acknowledge the following: (i) I am granting the rights granted herein on a voluntarily and unsolicited basis; (ii) Company is not obligated to watch, review or consider the Submission and the decision whether to use the Submission or any part thereof in connection with the Program is wholly within Company's sole and absolute discretion.; (iii) there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between me and Company; (iv) except as may be expressly agreed to by Company in writing, in no event will I receive any monetary or other compensation in connection with the Submission or any use or exploitation thereof; (v) Company is under no obligation to return the Submission or any other materials I have submitted in connection with the Submission; I have kept a copy or the original and do not expect to have any part of the Submission returned to me; and (vi) the Submission and any other materials I submit are not being submitted in confidence or in trust, and there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between me and Company.

3. I represent and warrant that: (a) I have read, agree with, and will abide by the terms of the submission guidelines that are posted on [www.cmt.com](http://www.cmt.com); (b) I own and control all rights in and to the Submission and all material(s) that I created and/or contributed to in connection therewith, and have the

sole and complete right, power and authority to grant the rights granted to Company in this Agreement; (b) I have secured any and all permissions, clearances and licenses from third parties that may be necessary for use of the Submission and/or any element contained in the Submission, and if requested by Company, I agree to promptly provide signed copies of all such permissions, clearances and licenses; (d) neither the Submission nor any part thereof will infringe any rights of any third party (including, without limitation, rights of copyright, rights of privacy, and rights of publicity); (e) I am not a member of any union or guild (including SAG ,AFTRA, WGA, DGA, etc.); and (f) I did not engage in any of the following in connection with the production of, my appearance in or my contribution(s) to the Submission: (i) infliction of injury to any person or animal; (ii) humiliation of any person (whether public or private); (iii) infliction of emotional distress on any person (iv) assault or battery of any person; (v) damage to any property without permission; (vi) entry on any property without permission; or (vii) any other act or omission that could give rise to civil and/or criminal liability. I further represent and warrant that any and all persons who appear and/or perform in the Submission or contributed to or rendered services for the Submission: (a) have no outstanding, pending or future payment claims whatsoever; (b) have no rights of approval or consultation and no participation rights whatsoever; and (c) are not a member of any union or guild (including SAG, AFTRA, WGA, DGA, etc.) and did not render services pursuant to any union or guild agreement that results in any ongoing obligations resulting from the exploitation of the Submission. I acknowledge and agree that any person appearing or performing in the Submission will read and sign the attached Appearance/Performance Release, and all such signed releases will be submitted along with this Agreement.

4. CMT and its respective parents and related companies, subsidiaries, affiliates, divisions, and their past, present, and future directors, officers, agents, representatives, employees, contractors, partners, shareholders, members, successors, licensees, and assigns (collectively, "Company Parties") will not be liable for any liabilities, claims, demands, losses, damages, costs, or penalties of any kind arising out of or relating to my activities in connection with the Submission or the Program (including, without limitation, in the event of any injury, illness, damage, loss or harm to me or any other person or animal, or to my or any other person's property, or my death, howsoever caused, resulting or arising out of or in connection with the Submission or the production thereof) (collectively "Submission-Related Claims"). I agree to indemnify, defend and hold the Company Parties harmless from and against any such Submission-Related Claims and/or any breach of the representations, warranties or agreements made by me in this Agreement. I agree on my own behalf and on behalf of my heirs, executors, administrators, successors, and assigns, not to assert any Submission-Related Claims against any Company Party and hereby irrevocably release the Company Parties from any and all liabilities, claims, and demands (now known or unknown) arising out of or related to the Submission, the Program, this Agreement and/or the uses of the Submission as described in this Agreement.

5. If, in Company's sole discretion, my Submission is selected to be used or included in its entirety in a series episode of the Program broadcast on CMT's cable television channel, I agree that I will execute such additional documentation as may be required by Company, which may include, but not be limited to, an exclusive license agreement for Company's use of the Submission, and I will fully comply with and abide by any additional terms or conditions required by Company in connection with such use. At the request of Company, I agree to secure and deliver any further permissions or clearances that Company may determine are necessary to prove my ownership of all materials contained in the Submission and/or Company's right under this Agreement to use the Submission and any and all such materials.

6. I acknowledge that it is possible that my Submission could or may be substantially similar to or closely resemble content or programming that has been (or may subsequently be) independently

developed by Company Parties. I also acknowledge that other persons may have submitted videos to Company Parties or may hereafter originate and submit or make public, material similar or identical to the content of my Submission and/or related materials. I understand that under no circumstance will I be entitled to any compensation because of the use of any similar, equivalent or even identical content, information or material, and that the similarity of any such material(s) to my Submission or any other materials I have submitted to Company is purely coincidental and unavoidable in light of the volume of ideas, submissions and content the Company Parties routinely handle in the course of their business and activities.

7. This Agreement will be fully binding upon me and all of my heirs, executors, administrators, successors, and assigns. Company may assign this Agreement or license its rights hereunder, in whole or in part, to any person or entity. In no event will I be entitled to revoke, rescind or terminate any of the rights granted herein, nor will I be entitled to restrain, enjoin or interfere with the use or exploitation of my Submission and/or the production, distribution, exhibition and/or other exploitation of the Program. This Agreement (including the Disclaimer and all attached releases) constitutes the entire understanding and agreement between me and Company and supersedes all prior understandings, whether written or oral. The invalidity of any provision hereof will not affect the remaining provisions, which will be treated as severable and independent. This Agreement will be governed by the laws of the State of New York (without regard to its conflicts of law rules).

8. I have not executed this release in reliance upon any representation or promise, whether written or oral, which is not expressly contained in this Agreement.

**ACCEPTED AND AGREED:**

Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Print name legibly: \_\_\_\_\_  
Age: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARENT/GUARDIAN CONSENT** (if signatory above is a minor): I represent and warrant that (1) I am the parent or guardian of the minor whose name appears above; (2) I have read, approve of and agree to be bound by this submission and release agreement; and (3) I consent to its execution by my child/ward. I hereby certify that I approved of and consented to my child/ward's activities in connection with the Submission prior to my child/ward's commencement of such activities. Without limiting the foregoing, I, on behalf of myself, my child/ward, and my child/ward's immediate family, hereby release the Company Parties as set forth and in accordance with paragraph 4 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights as set forth above.

Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Print name legibly: \_\_\_\_\_  
Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

## APPEARANCE/PERFORMANCE RELEASE

This release is made to allow \_\_\_\_\_ (“you”) to use and include my appearance and/or performance in a production and/or publication defined herein as the “CMT HOMEGROWN: HOMETOWN EDITION VIDEO CONTEST” Submission (“Submission”). I am giving this release in consideration for CMT allowing me to participate as a guest performer in the Submission and I recognize that my signature on this release is a condition of CMT permitting me to be a guest on or a performer in the Submission or both. I agree that CMT may tape and photograph me and record my voice and conversation including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Submission (the “Performance”). I also understand and agree that CMT is a signatory to an agreement with the American Federation of Musicians union. CMT and I acknowledge, however, that this Agreement is not subject to any other collective bargaining agreements which might be applicable to the type of services furnished or rendered herein by me and that CMT is not a party to any such collective bargaining agreements and this Submission is therefore a non-guild production and there will be no residual or any other type of payment due in connection with my Performance. Notwithstanding anything to the contrary contained herein, to the extent that I am rendering any musical performances in connection with the Submission and I am currently a party to an exclusive recording agreement in effect with a record company with which CMT (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances, this release shall be subject to such applicable terms and conditions, unless otherwise authorized by the Record Company. In the event of a conflict between the terms of this release and the terms of any agreement between CMT (and/or any of its affiliates) and my Record Company, the terms of the agreement between CMT (and/or any of its affiliates) and my Record Company shall control.

I agree that CMT shall be the exclusive owner of all copyright and other rights in and to the Submission and Performance and will be able to use them forever and throughout the world, and to license others to use them, in any manner CMT wish and in any and all media now known or hereafter discovered or developed. Notwithstanding the prior sentence, CMT shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Performance, without CMT obtaining any necessary approvals that may be required by my Record Company, if applicable.

I further irrevocably agree that CMT may use and license others to use the Performance or excerpts there from, and my name, voice, likeness and any biographical facts which may have been provided to CMT, in the Submission, and in any related or derivative versions and/or uses of the Submission (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), and in the advertising, marketing and promotion of the Submission and/or CMT in all mediums and/or media, including but not limited to merchandising of the Submission, its related products and/or CMT. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to CMT, I have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including, without limitation, synchronization rights necessary for CMT to use any musical composition(s) written, co-written and/or performed by me that is contained within the Submission. Notwithstanding the foregoing, nothing in this release shall affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

**Complete only for hazardous activity:**

*I am volunteering to engage in the following activity(ies) in connection with the Submission scheduled to take place on \_\_\_\_\_ at \_\_\_\_\_ (the “Event”): \_\_\_\_\_. I acknowledge and fully understand that the foregoing is/are hazardous activity(ies).*

I represent and warrant that all information I am providing to CMT on this release is valid, true and accurate, and that I have (or will concurrently provide) to CMT a legible photocopy of my valid driver’s license, passport or other acceptable government-issued photo identification for CMT’s verification and record-keeping purposes. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge CMT, its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as “Releasees”), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the uses described herein, the Event, the Submission, the Performance, and/or my decision to perform the Event. I further agree that I shall be

liable for any attorneys' fees and costs incurred by CMT in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Submission. CMT may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of my successors-in-interest and heirs. This agreement sets forth the entire agreement between me and CMT with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This agreement shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

Govt Issued ID: \_\_ attached  
                                  \_\_ on file

SIGNATURE: \_\_\_\_\_ date \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.:

\_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**TO BE SIGNED BY AUTHORIZED REPRESENTATIVE IF GUEST PERFORMER IS NOT SIGNING DIRECTLY:**

I represent and warrant that I have full right, power and authority to execute this Agreement on behalf of Guest/Performer and accordingly, that Guest/Performer is bound by all of the terms and conditions of this Agreement.

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

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

**FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER AGE OF MAJORITY:**

I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Parent or Guardian Signature: \_\_\_\_\_

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