

Project Title: <u>CMT's HOMEGROWN: Hometown Edition Video Contest</u>		
Artist/Guest: _____		
Performance: _____	MOS: _____	Interview: _____
Producer: _____		Date: _____

GUEST/PERFORMER RELEASE

This release is made to allow _____ and its successors, licensees and assigns (collectively "you") to include _____ ("me" or "I") as a guest performer in a production tentatively entitled _____ to be included in the CMT's HOMEGROWN: Hometown Edition Video

Insert Title of Submitted Video

Contest (collectively referred to herein as the "Programming"). I am giving this release in consideration for CMT allowing me to participate as a guest performer in the Programming 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 Programming 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 Programming (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 Programming 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 Programming 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 Programming 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 Programming, and in any related or derivative versions and/or uses of the Programming (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), and in the advertising, marketing and promotion of the Programming and/or CMT in all mediums and/or media, including but not limited to merchandising of the Programming, 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 Programming. 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 Programming 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 Programming, 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 Programming. 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.

SIGNATURE: _____ date _____

(PRINT) NAME: _____

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

DATE OF BIRTH: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

Govt Issued ID: <u> </u> attached <u> </u> on file

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 18 YEARS OF AGE: 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.

Print Name: _____ Parent or Guardian Signature: _____ Date: _____