

KIDS ROCK FOR KIDS - TALENT & LIABILITY RELEASE

Name of Individual: _____ Band Name: _____

Age: _____ Date of Birth: _____

Subject Matter: "Kids Rock For Kids, Inc." ("Company") and any events, appearances, live performances, activities, programs, productions, works or other projects related to Company

For One Dollar (\$1.00) and other good and valuable consideration (all of the foregoing collectively, the "Consideration"), the receipt and sufficiency of which is hereby acknowledged by me, I hereby irrevocably and perpetually agree as follows:

- (i) I grant to Company and its affiliated and related entities, designees, successors, licensees and assigns, (individually and collectively, the "Company Parties") the right to film, photograph, and otherwise record me, my voice, sounds, likeness, image, performances, actions, poses, appearances, and designs for or in connection with the Subject Matter (the results of which, collectively, the "Recordings"), and
- (ii) I grant the Company Parties the right to use my band's name, my likeness, and the Recordings or any derivatives thereof (however I or any of my attributes may be depicted or portrayed) in and in connection with (including any advertising, trade, promotion and publicity for) any programs, productions, products, works and/or other projects, including, without limitation, any recordings, books, merchandise and/or other products produced in connection with the Subject Matter (individually and collectively, the "Work"), and the exercise and exploitation of any and all rights therein, in any and all languages, formats, and media, whether now known or hereafter created, throughout the universe in perpetuity, without restriction whatsoever or obligation of any kind to me or any third party financial or otherwise. The Company Parties shall have the unlimited perpetual right throughout the universe to create, sell, manufacture, market, promote, advertise, transfer, or otherwise deal in any of the foregoing under any trademarks, service marks, trade names, logos and labels, or to refrain from any and/or all such activities.
- (iii) I fully understand and acknowledge that **risks and dangers exist in live performance** and the use of related equipment, including in connection with the Subject Matter; and by my participation in these activities and/or use of equipment, **I hereby assume all risks and dangers and all responsibility** for any losses and/or damages.

If any provision hereof is deemed not enforceable, such provision shall be deemed modified to the least extent necessary to render it enforceable and the remainder of this Release shall continue in full force and effect. This Release shall be interpreted and enforced in accordance with the laws of the State of New York pertaining to agreements made and performed entirely therein, without regard to its conflicts of laws principles, and only a state or federal court located in the State of New York and County of New York, shall have exclusive jurisdiction over all disputes hereunder. I hereby submit to the personal jurisdiction of said court and waive any objections I may have on the basis of personal jurisdiction, venue and/or forum non conveniens. Faxed, scanned, other electronically transmitted and similar photocopied signatures of this Release shall be deemed effective as originals.

All covenants, terms, restrictions and other provisions contained in this Release are severable, and if any covenant, term, restriction and/or other provision of this Release is held by a court of competent jurisdiction (or by any other legally constituted body having competent jurisdiction to make such determination) (a "Competent Judicial Authority") to be invalid, void or unenforceable, such covenant, term, restriction or other provision shall be amended (and such Competent Judicial Authority shall be empowered to so amend) to the extent necessary to be valid and enforceable to the maximum extent possible, and the remainder of the covenants, terms, restrictions and provisions contained in this Release shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SIGNATURE REQUIRED ON NEXT PAGE.

ACCEPTED AND AGREED, including acknowledgement of receipt of all Consideration:

UNDER 18 PARTICIPANT

I hereby represent that I am the parent or legal guardian of _____ and that I consent to him/her/their participating in the Subject Matter and entering into this release, and agree to have him/her/them be bound by the terms hereof.

Dated and effective as of _____

Print Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Relationship to Participant: _____

Address: _____

Email: _____

Phone Number: _____

OVER 18 PARTICIPANT

I hereby represent that I consent to participating in the Subject Matter and entering into this release, and agree to be bound by the terms hereof.

Dated and effective as of _____

Print Name: _____

Signature: _____

Address: _____

Email: _____

Phone Number: _____

EMERGENCY CONTACT

Name: _____ . Relationship to Participant: _____ Cell #: _____