

VIRTUAL CONCERT HALLS
PERFORMANCE AND BROADCAST AGREEMENT, RELEASE, AND WAIVER
(LEGAL AGE* PARTICIPANTS)**

PARTICIPANT in *Sound Espresso and Virtual Concert Halls* PERFORMANCES during 2022-2023 CONCERT SEASON

TYPE and TITLE OF PERFORMANCE: Virtual Concert Halls (VCHs), Sound Espresso (SEC), Public livestreamed performance, recorded, remain publically available after release date

DATES: OCTOBER 2022-JUNE 2023

RECORDING TYPE: Livestream via StreamYard / Studio 6/Streamlabs/OBS/other live on Virtual Concert Halls (VCHs), Sound Espresso (SEC), video and social media platforms

In exchange for the opportunity to participate in the above music event, Participant agrees to record or live-stream a performance by Participant, and SEC and VCHs may use, in their sole discretion, for no fee or other compensation. Participant further consents to SEC and VCHs using Participant's performance, voice, image, and likeness, for no fee or other compensation, for any purpose, in any media, and in any way deemed appropriate by SEC and VCHs, without Participant's prior approval. Participant understands that SEC and VCHs shall be in no way obligated to use Participant's recording or streams.

Participant agrees to abide by the following terms, conditions and rules for recording or live-streaming Participant's performance:

- Choice of space in which to record or live-stream the performance and Participant's attire must be appropriate for all audiences and appropriate for association with the SEC and VCHs.
- Participant may not politicize the performance by offering opinions on how the COVID-19 crisis is being handled or managed by any local, state, or federal governmental body.
- Participant shall follow the guidance set out for social distancing in this time of COVID-19.

Participant hereby releases SEC and VCHs, and their contractors, assigns, and licensees from any and all liability associated with any usage of the recording/performance set out herein. Participant further represents and warrants that Participant has all necessary legal rights and authorizations (including, without limitation, author, composer, and music rights) to record or live-stream the performance in the above stated manner. Participant shall indemnify and hold SEC and VCHs (including its officers, directors or trustees, employees, agents, and independent contractors) harmless from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees incurred by SEC and VCHs, arising from Participant's performance.

The individual signing this form certifies Participant's acceptance of all terms set herein.

*LEGAL AGE IS DETERMINED ACCORDING TO LOCAL LAWS AND REGULATIONS OF THE COUNTRY OR JURISDICTION OF PARTICIPANT'S PRIMARY RESIDENCE

**SEE BELOW FOR UNDERAGE STUDENTS AND GUARDIANS

VIRTUAL CONCERT HALLS
PERFORMANCE AND BROADCAST AGREEMENT, RELEASE, AND WAIVER
(UNDERAGE* STUDENT PARTICIPANT and PARENT/GUARDIAN)

PARTICIPANT in *Carnegie Auditions* AUDITIONS and PERFORMANCES during 2022-2023 CONCERT SEASON

TYPE and TITLE OF PERFORMANCE: Virtual Concert Halls (VCHs), Sound Espressivo (SEC), Public livestreamed performance, recorded, remain publically available after release date

DATES: OCTOBER 2022-JUNE 2023

RECORDING TYPE: Livestream via StreamYard / Studio 6/Streamlabs/OBS/other live on SEC and VCHs social media and video platforms

In exchange for the opportunity to participate in the above performance, Parents agree to record or live-stream a performance by Student, which SEC and VCHs may use, in their sole discretion, for no fee or other compensation. Parents further consent to SEC and VCHs using Student's performance, voice, image, and likeness, for no fee or other compensation, for any purpose, in any media, and in any way deemed appropriate by SEC and VCHs, without Parents' prior approval. Parents understand SEC and VCHs shall be in no way obligated to use Student's recording or streams.

Parents agree to abide by the following terms, conditions and rules for recording or live-streaming Student's performance:

- Choice of space in which to record or live-stream the performance and Student's attire must be appropriate for all audiences and appropriate for association with the SEC and VCHs.
- Neither Parents nor Student may politicize the performance by offering opinions on how the COVID-19 crisis is being handled or managed any local, state, or federal governmental body.
- Both Parents and Student shall follow the guidance set out for social distancing in this time of COVID-19.

Parents hereby release SEC and VCHs, and their contractors, assigns, and licensees from any and all liability associated with any usage of the recording/performance set out herein. Parents further represent and warrant that Parents have all necessary legal rights and authorizations (including, without limitation, author, composer, and music rights) to record or live-stream the performance in the above stated manner. Parents shall indemnify and hold SEC and VCHs (including its officers, directors or trustees, employees, agents, and independent contractors) harmless from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees incurred by SEC and VCHs, arising from Student's performance.

The individuals (UNDERAGE STUDENT PARTICIPANT and PARENT/GUARDIAN) signing this form certify that they are the parent or legal guardians of the student listed above and that their signatures signify the acceptance of all terms by the Parents and Student.

*LEGAL AGE IS DETERMINED ACCORDING TO LOCAL LAWS AND REGULATIONS OF THE COUNTRY OR JURISDICTION OF PARTICIPANT'S PRIMARY RESIDENCE