

**VIRTUAL CONCERT HALLS**  
**PERFORMANCE AND BROADCAST AGREEMENT, RELEASE, AND WAIVER**

PARTICIPANT (full name and requisites of participating organization as applicable) \_\_\_\_\_

TYPE and TITLE OF PERFORMANCE: Virtual Concert Halls (VCHS), Sound Espresso (SEC), KOR Productions (KOR), Progressive Musicians (PM), Brilliant Talent Discovery Awards (BTDA) Public livestreamed performance, recorded, remain publically available after release date

DATES: July 2023-August 2024

RECORDING TYPE: Livestream via StreamYard / Studio 6/Streamlabs/OBS/other live on Virtual Concert Halls (VCHS), Sound Espresso (SEC), KOR Productions (KOR), Progressive Musicians (PM), Brilliant Talent Discovery Awards (BTDA) social media platforms, and platforms of designated partners

In exchange for the opportunity to participate in the above music event, Participant agrees to record or live-stream a performance by Participant, and BTDA, KOR, PA, SEC and VCHS may use, in their sole discretion, for no fee or other compensation. Participant further consents to BTDA, KOR, PA, 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 BTDA, KOR, PA, SEC and VCHS, without Participant's prior approval. Participant understands that BTDA, KOR, PA, 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 BTDA, KOR, PA, SEC and VCHS.
- Participant may not politicize the performance by offering opinions on how the COVID-19 and/or other crisis are being handled or managed by any local, state, or federal governmental body.
- Participant shall follow the guidance set out by local governments and other governing bodies

Participant hereby releases BTDA, KOR, PA, 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, music, and copy rights) to record or live-stream the performance in the above stated manner. Participant shall indemnify and hold BTDA, KOR, PA, 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 BTDA, KOR, PA, 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

\*\*REQUEST A SEPARATE FORM FOR UNDERAGE PARTICIPANTS AND GUARDIANS

AGREED TO AND ACCEPTED BY:

**Participant**

**Parent**

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

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_