

## **CONSENT AND RELEASE ("RELEASE")**

By signing in the space provided below, I represent and warrant that I am the representative of the choir listed below (the "**Choir**"). For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), including, without limitation, the opportunity to participate in the 2010 Verizon Wireless How Sweet the Sound Contest (the "**Contest**") and to possibly have the Choir's Video (as defined below) and performance used in connection with the Contest, I, on behalf of myself and each member of the Choir that will participate in the Contest, agree as follows:

1. I hereby acknowledge that I have read the Official Rules for the contest (the "**Official Rules**"), and I have made the Official Rules available to all members of the Choir. Each member of the Choir and I represent and warrant that we have abided by all terms of the Official Rules and we agree that we will continue to do so throughout our participation in the Contest.
2. I hereby grant to Verizon Wireless ("**Verizon Wireless**"), its agents, advertising, marketing and promotion agencies and any others working for Verizon Wireless or on its behalf, and their respective licensees, successors, and assigns (collectively, the "**Permitted Parties**") the right (but not the obligation) to (a) film and/or photograph each member of the Choir and me; and (b) distribute, publish, exhibit, digitize, broadcast, display, reproduce, and otherwise use and exploit (i) the video ("**Video**") that the Choir submits in connection with the Contest; and (ii) the image, picture, likeness, performance, statements, voice, name and biographical information of each member of the Choir and of me (each, a "**Persona**"), and any material based thereon or derived therefrom, edited or altered as the Permitted Parties in their sole discretion so choose, together with any other material (whether fictional or non-fictional), in any manner, venue or media whatsoever (whether now known or hereafter devised) (including, without limitation, on all forms of television, print, radio, broadcast media, industrial and event usage, the internet and new media (e.g., podcasts, V CAST videos, etc.) and any other media whatsoever) anywhere in the world at any time for any purpose, including, without limitation, for purposes of advertising, trade, promotion and/or merchandising in connection with Verizon Wireless, its products and services or the Contest (and any subsequent or similar programs and promotions).
3. If any use of any materials (the "**Materials**") that incorporate the Video (or any portions thereof) or a Persona of any member of the Choir or of me should fall under the jurisdiction of any union or guild, then each such member of the Choir and I (as applicable) agree (a) to abide by the terms of the applicable union or guild agreement with respect to such use, and if requested by the Permitted Parties, to execute any applicable union or guild contracts; and (b) to accept the applicable minimum scale payments provided for in the applicable union or guild agreement with respect to such use.
4. Any contributions made by any members of the Choir or me in connection with the Materials shall be considered a work-made-for-hire for Verizon Wireless for copyright purposes, or if for any reason, held not to be a work-made-for-hire, I, on behalf of myself and each member of the Choir, hereby assign to Verizon Wireless all right, title and interest in and to the Materials.
5. I, on behalf of myself and each member of the Choir, represent and warrant (a) the song performed in the Video is one (and only one) song from the song list ("**Song List**") for the Contest available at [www.howsweetthesound.com](http://www.howsweetthesound.com) (the "**Website**"); (b) the song(s) performed by the Choir and me at Round 3 and Round 4 of the Contest (if the Choir and I are invited to perform at such Rounds) will be the song from the Song List that is assigned to the Choir to perform at the applicable Round; (c) all songs performed by the Choir and I in connection with this Contest (including, without limitation, in the Video, in Round 3 or Round 4) (collectively, the "**Song(s)**") do not include any medleys, "samples" or interpolations of any other songs; (d) the arrangements of the Songs do not change the basic melody or fundamental character of the applicable Song and do not violate the rights of any person or entity (i.e., the arrangements are original or in the public domain, etc.); (e) no lyrics to the Songs have been changed by me (or, to the best of my knowledge, by any member of the Choir); and (f) the performance of the Songs will not violate the rights of any person or entity. In addition, the Choir and I agree that any arrangements or musical or literary materials prepared by me or the Choir in connection with the Songs or the Choir's performances shall be a work made for hire for Verizon Wireless, or if determined not to be a work made for hire, my Choir and I hereby assign to Verizon Wireless all right, title and interest in and to such arrangements or musical or literary materials.
6. I, on behalf of myself and each member of the Choir, represent and warrant that (a) the contents of the Video (other than any song from the official Song List) are wholly original with me and the Choir and are not the subject of any actual or threatened litigation or claim; (b) the Video and the Choir's performance in the Video does not contain any defamatory material and complies with the Official Rules for the Contest (available on the Website), including, without limitation, Section 5(b) thereof; and (b) neither the Video, nor the use and exploitation of the Video by the Permitted Parties, will infringe upon or violate the intellectual property rights or other rights of any other person or entity or any applicable laws.
7. Neither I nor any member of the Choir shall have any right of approval, nor any claim to compensation, nor any claim whatsoever (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form of the Video, the Materials, or my Persona or the Persona of any member of the Choir. In addition, I, on behalf of myself and each member of the Choir, hereby waive the benefit of any provision of law known as droit moral or moral rights, or any similar or analogous law or decision in any country of the world.
8. I represent and warrant that (a) I am a legal resident of the United States (excluding Puerto Rico and other U.S. territories) (b) I am 21 years of age or older; (c) I have the full and exclusive right and authority to grant the rights granted hereunder on behalf of myself and each member of the Choir; (d) this Release does not in any way conflict with any existing commitment on my part or on the part of the Choir; (e) I have secured all third party consents necessary to enter into this Release, and (f) neither I nor any member of the Choir has authorized (which authority is still in effect), nor will I or any member of the Choir authorize or permit, the use of the Video or the

use of my or any Choir member's Persona in connection with the advertising or promotion of any product or services competitive to or incompatible with Verizon Wireless or the Contest. Each member of the Choir and I hereby agree to indemnify the Permitted Parties and hold the Permitted Parties harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder. This Release shall be governed by the laws of the State of New York applicable to contracts executed and fully performed therein.

9. I represent and warrant that I have the right to contract in my own name and in the name of every member of the Choir that will participate in the Contest or whose performance is embodied in the Video. In addition, I represent and warrant that if I am not the person who shot the Video, the person who shot the Video has granted to me all rights necessary to allow me to enter into this Release.

Please confirm the following by checking the corresponding boxes:

- I represent and warrant that (a) I am a legal resident of the United States (excluding Puerto Rico and other U.S. territories) and (b) I am 21 years of age or older.
- I acknowledge that songs performed in the audition video and live performances must be from the approved song list per the rules.
- Yes, I agree to the Contestant Release terms above.

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Signature of Choir Representative

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Name of Choir Representative (Please Print)

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Choir Name

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Name of Religious Organization

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Address of Choir Representative

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Phone Number of Choir Representative

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Date