

## PUBLICITY RELEASE AND WAIVER

I, \_\_\_\_\_, hereby authorize and grant to Gray Media Group, Inc. d/b/a KYTV in Springfield, Missouri d/b/a KYTV and its successors, licensees, and assigns (collectively "Company"), in connection with the production or promotion of The Route 66 Great Talent Search Contest (**the "Contest" or "Program"**) on KYTV/KSPR/KYCW ("Station"), the irrevocable right to use, re-use, adapt, modify, exhibit, distribute, edit and otherwise exploit, my name, likeness, image, photograph, voice, biography, interview, statements and/or performance live and recorded ("Contributions") together with all music, photographs, video clips, sound recordings, writings, or other materials ("Materials") I submit to Company, and that such use is in any and all manner, media or formats now known or hereafter devised, in whole or in part, as edited and otherwise altered at the sole discretion of the Company throughout the world, in perpetuity.

I acknowledge that Company shall be the owner of any program, product or uses and all rights thereto for all purposes and that I have no rights to Company's uses and no right to receive any compensation or consideration for any uses. I agree that Company may use my Contributions and Materials in any advertising, promotion, or marketing of the Contest or Program without obtaining my additional consent.

I agree to indemnify and hold harmless Company from and against all claims, losses, expenses and liabilities of every kind, including reasonable attorneys' fees, arising out of the inaccuracy or breach of any provision of this agreement. I also agree to waive any equitable remedies against Company.

I expressly release Company from any and all claims arising out of the use as described above by Company for use of my Contributions and Materials, including but not limited to claims for blurring, distortion, or editing. I further expressly release and discharge Company of and from any and all claims arising from my participation, including, without limitation, any claims for defamation, false light, invasion of privacy, violation of the rights of publicity, breach of confidence, trademark infringement, unfair competition, and copyright infringement.

This agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State or Commonwealth in which the Station is located, without regard to conflict of law principles, and I submit to the jurisdiction of the courts within the same State or Commonwealth and waive all objections to the jurisdiction or venue of such courts. If any provision in this agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this agreement, which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

This agreement represents the entire understanding of the parties, and I am not relying on any other promises or statements made by anyone other than this agreement, which may not be amended unless mutually agreed to by both Company and myself in writing.

### I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

I confirm that I am over the legal age of majority and have the right, capacity, and authority to enter into this agreement.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF ENTRANT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, AND ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_