

Talent Release

Must be printed, signed, scanned and sent to ARTMIMOSA@GMAIL.COM after filled up.

RELEASE OF RIGHTS

For good and valuable Consideration herein acknowledged as received, and by signing this Talent Release, I hereby give the Member and Assigns my unconditional permission to license the Audio Content and to use the Audio Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, and marketing for any product, service, business or organization and film, television, video, radio or web-based programming and as a component of products for sale and other exploitation. I agree that the Audio Content may be synchronized, coupled or combined with other sounds, film, video, images, text and graphics, and edited, altered or modified. To the extent permitted by applicable law, I waive all moral rights in the Audio Content including the right to integrity of the Audio Content and the right to be associated by name with the Audio Content. To the extent such a waiver is void or unenforceable by applicable law, I agree not to enforce any such moral rights against the Member and Assigns. To the extent such an agreement not to enforce my moral rights is void or unenforceable by applicable law, I (i) grant a revocable right to the Member and Assigns to use Audio Content without being credited as the author; and, (ii) grant to the Member and Assigns the right to make adaptations of the Audio Content and to exploit the Audio Content as provided herein.

I agree that I have no rights to the Audio Content and all rights to the Audio Content belong to the Member and Assigns. I acknowledge and agree that: (1) I have no right to additional fees, royalties, residuals or other compensation from Member or Assigns or any other party (including without limitation from performing rights societies such as SOCAN, ASCAP, BMI, GEMA, PRS, etc); (2) I will make no further claim for any reason against the Member or Assigns or any other party; and (3) I have no rights of approval in regards to the use of any Audio Content.

I acknowledge and agree that this Talent Release is binding upon my heirs and assigns. I agree that this Talent Release is irrevocable, worldwide and perpetual, and will be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

I represent and warrant that I am at least the age of majority in the jurisdiction of my residence and have the full legal capacity to execute this Talent Release. It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the relevant Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of the Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

Definitions:

“Talent” means me. “Media” means all media including digital, electronic, print, all forms of television, film, video, home video devices and other media now known or later invented. “Assigns” means any party to whom

any Member has assigned or licensed rights under this Talent Release as well as the licensees of any such party. "Audio Content" means the musical compositions, master recordings, sound recordings, performances, digital files and other audio content as described below. "Consideration" means something of value I have received in exchange for the rights granted by the Talent in this Talent Release. "Parent" means the parent and/or legal guardian of the Talent. "Member" means the individual identified below. BY SIGNING THIS TALENT RELEASE YOU ARE GIVING UP LEGAL RIGHTS.

Audio Content

Description of sound, musical compositions or master recordings

Member

Name (print) _____

Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Phone _____

Email _____

Summary of input (Check all that apply)

Composer Performer Recording Engineer Producer

All of the Above Other _____

Signature _____

Date _____

Talent 1 Information

Name (print) _____

Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Phone _____

Email _____

Date of Birth _____

Summary of input (Check all that apply)

Composer Performer Recording Engineer Producer

All of the Above Other _____

Signature _____

Date _____

Witness Information

Witness Name (print) _____

Signature _____

Date _____

Parent(s) or Guardian(s): If a Talent is a minor or lacks capacity in the jurisdiction of residence, the Parent/Guardian warrants and represents that Parent/Guardian is the legal guardian of Talent, has the full legal capacity to consent to the use of Audio Content and to execute this release OF ALL TALENT'S RIGHTS IN THE AUDIO CONTENT.

Name (print) _____

Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Phone _____ Email _____

Signature _____

Date _____

Witnesses: : All persons witnessing must be of legal age and capacity in the area in which this Talent Release is signed. A person cannot witness their own release or the release of another Talent.