

ARTIST NIL, CONTENT & MEDIA RIGHTS WAIVER AND RELEASE

EXCLUSIVELY FOR FLOW MUSIC FEST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I ("Artist") knowingly, voluntarily, and irrevocably agree as follows:

1. GRANT OF RIGHTS (NIL & CONTENT)

Artist hereby grants to **ON THE SPOT ENTERTAINMENT GROUP, ODIIN, FLOW MUSIC FEST**, and each of their respective parent companies, subsidiaries, affiliates, successors, licensees, distributors, contractors, agents, representatives, and assigns (collectively, the "Released Parties") the **perpetual, worldwide, royalty-free, fully paid-up, irrevocable, transferable, sublicensable, and unrestricted right** to use, reproduce, record, edit, adapt, modify, distribute, publicly perform, publicly display, transmit, stream, broadcast, monetize, and otherwise exploit:

- Artist's **name, image, likeness, voice, signature, biographical information, persona, and identity** (collectively, "NIL");
- Any **audio recordings, musical performances, compositions, interviews, photographs, video recordings, audiovisual works, or other content** captured in connection with FLOW MUSIC FEST or related promotional activities ("Content");

in **any manner, medium, or format now known or hereafter devised**, including but not limited to live events, streaming platforms, social media, advertising, press, documentaries, trailers, promotions, digital products, commercial sponsorships, and paid or unpaid marketing.

2. MUSIC & PERFORMANCE RIGHTS WAIVER

Artist expressly waives and grants any and all rights relating to:

- **Master recordings**
- **Musical compositions**
- **Public performance**
- **Synchronization**
- **Mechanical and digital uses**

as they relate solely to the captured Content, and represents that Artist has secured all necessary permissions from any co-writers, producers, labels, publishers, or rights holders.

3. NO COMPENSATION / NO APPROVAL

Artist understands and agrees that:

- No additional compensation is owed beyond participation in the event (if any);
- Artist waives any right to inspect or approve the finished Content or its use;
- The Released Parties are under no obligation to use the Content.

4. WAIVER OF MORAL RIGHTS

Artist irrevocably waives any and all so-called “moral rights,” rights of attribution, or integrity with respect to the Content, to the fullest extent permitted by law.

5. RELEASE & ASSUMPTION OF RISK

Artist fully releases, discharges, and holds harmless the Released Parties from **any and all claims, demands, damages, liabilities, costs, or causes of action**, known or unknown, arising out of or relating to the use of Artist’s NIL or Content, including claims for defamation, right of publicity, copyright infringement, or invasion of privacy.

6. RIGHTS RETENTION

All artists retain the rights to their music respectfully and in no way does **ON THE SPOT ENTERTAINMENT GROUP, ODIIN, FLOW MUSIC FEST** assume the rights to said music, whether performed or submitted. **ON THE SPOT ENTERTAINMENT GROUP, ODIIN, FLOW MUSIC FEST** only owns the content that contains the music, not the music itself.

6. INDEMNIFICATION

Artist agrees to **defend, indemnify, and hold harmless** the Released Parties from any claims, losses, damages, or legal fees arising from:

- Artist’s breach of this agreement;
- Any third-party claims relating to Artist’s music, performance, or rights;
- Any failure by the Artist to secure necessary permissions.

7. LEGAL WAIVERS

Artist knowingly waives:

- Any right to a jury trial;
- Any right to participate in a class action or representative proceeding.

8. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the **State of Florida**, with exclusive venue in **Broward County, Florida**.

9. MINORS

If the Artist is under eighteen (18), the undersigned parent or legal guardian represents and warrants full authority to execute this Agreement on Artist's behalf.

10. ENTIRE AGREEMENT

This document constitutes the entire agreement and supersedes all prior understandings. It is binding upon Artist and Artist's heirs, successors, and assigns.

PLEASE DIGITALLY SIGN THE DOCUMENT

