



## PUBLICITY RELEASE/WAIVER AND COPYRIGHT LICENSE

I authorize and grant to the City of Charlottesville (“City”) and its successors, licensees and assigns, in connection with the production or promotion of **Charlottesville’s Grand Illumination Holiday Concert Special (“Program”)** 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 City. I represent that I hold the full copyright in, and have the right to license, any music that I perform or Materials that I provide (or that the music or Materials are in the public domain). I expressly grant City a non-exclusive, world-wide, payment and royalty free, perpetual, and irrevocable all-media license to include such music and Materials in the Program and in connection with advertising, promoting, marketing, or providing publicity for the Program.

I agree that, in addition to use in connection with the Program, City, its licensees or assigns, retains sole discretion to use my Contributions and Materials, without further payment or consideration, in any and all manner, media or formats now known or hereafter devised, in whole or in part, as edited and otherwise altered, throughout the world, in perpetuity.

I acknowledge that City shall be the owner of the Program, and any other program, posting, or other use to which the Contributions or Materials are added and all rights thereto for all purposes and that I have no rights to City’s uses and no right to receive any compensation or consideration for any uses. I agree that City may use my Contributions and Materials in any advertising, promotion or marketing of the Program or of any other program, posting or use to which the Contributions or Materials are added without obtaining my additional consent.

I agree to indemnify and hold harmless City 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 City.

I expressly release City from any and all claims arising out of the use as described above by City for use of my Contributions and Materials, including but not limited to claims for blurring, distortion, or editing. I further expressly release and discharge City 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 Commonwealth of Virginia, without regard to conflict of law principles, and I submit to the jurisdiction of the courts within the same 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 City and myself in writing.