MISSISSIPPI MASTERPIECES ART AND SONGWRITING CONTEST
SPONSORED BY THE CITY OF GAUTIER

RELEASE, WARRANTY, AND WAIVER FOR SUBMITTED SONGS

1. In consideration of the opportunity to take part in the Mississippi Masterpieces Art and Songwriting Contest (hereinafter, “the EVENT”), I (hereinafter, “the COMPOSER”) hereby give permission and all necessary consent to City of Gautier (“the City”) and those authorized by the City to record me and my performance at the EVENT (“the Composition”) by photograph and/or video/film and/or sound recording (“the Recordings”), and

2. I agree that for promotional purposes the City may use the Recordings (in whole or in part, transcribed or otherwise) throughout the world in the following ways:

   a. Copy, reproduce, digitize, broadcast, transmit, rent, lend, perform and exhibit the Recordings in the City internal archives and databases and communicate and make the Recordings available to the public in all media, including but not limited to social media, print, on DVD or other digital media and on the Internet at the City websites and the City-affiliated websites; and

   b. Distribute the Recordings to the press, media organizations and other interested parties for publication, transmission, broadcast or dissemination otherwise in all media.

3. The Composer represents and warrants to the Purchaser that:

   a. The Composition was created by the COMPOSER and is original;

   b. The Composition does not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;

   c. No adverse claim exists with respect to the Composition;

   d. The Composition has not heretofore been published or exploited in any form anywhere in the world;

   e. The Composer owns and controls the Composition and all rights in the Composition throughout the world;

   f. The Composer has the full and exclusive right, capacity, and authority to enter into this Agreement and to make the grant herein contained; and

   g. Any and all materials that are incorporated in the Composition are works made for
hire, and free from any reversionary rights therein.

3. The Composer agrees to indemnify, defend and hold harmless the City, its successors, assigns, representatives, agents, employees, and licensees, from any and all loss, damage, expense, claim, judgment, or other action, including court costs and attorney’s fees, that may be incurred or suffered as a result of any breach or alleged breach of the foregoing warranties and/or any term of this Agreement.

4. This Consent/Warranty/Release Form shall be governed in all respects by the laws in the State of Mississippi.

NAME: _________________________________________________________
SIGNATURE: _____________________________________________________
ADDRESS: _______________________________________________________
TELEPHONE/EMAIL: _______________________________________________
DATE: ___________________

TO BE COMPLETED ONLY IF THE COMPOSER IS UNDER 18 YEARS OF AGE:

NAME OF CHILD: ________________________________ (“Minor”)
Date of Birth: ______________

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the “Minor”) whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally I, on behalf of the Minor and as the Minor’s parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Recordings and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, waivers, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor’s name, likeness, and artwork as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the EVENT; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension,
renewal or substitution of the agreement, and to the agreement as modified by any waiver. If City elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the City, further agree to cooperate with City to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the City harmless from and against any and all claims, liabilities, costs of expenses, including reasonable attorney’s fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Parent/Guardian:

_________________________  _________________________
Signature                  Date

_________________________  _________________________
Print Name                 Age/Date of Birth

_________________________
Address