

AUDIO/VIDEO RECORDING AGREEMENT GENERAL DISCUSSION

Center of the World Festival, Inc. (hereinafter COWFEST) seeks your agreement to permit audio and/or video recording of your participation in the Center of the World Festival. Before we can duplicate and disseminate the audio and/or video recordings of the COWFEST events, we require a signed release from you.

This Agreement does not extend to transcription of the audio and/or video recording of COWFEST events nor to any printed reading material of the individual playwright's play.

It is agreed that COWFEST does not have to go back to the playwright, performers, musicians, or actor/readers for permission every time a recording tape is played/shown.

If the audio and/or video recording is to be used for any different use than from those specified in this Agreement, permission must be sought for the different use from all individuals involved. Those in the original record must sign a new Agreement specifying the new purpose.

This agreement is for all purposes as defined below.

PURPOSES:

COWFEST recognizes the value of maintaining audio and/or video records of the COWFEST events for educational and archival purposes.

People want to see a presentation but were unable to attend COWFEST.

A particular presentation becomes a "classic" which deserves wide distribution.

Creation of an audio and/or video record will be secondary to the purpose of the COWFEST events being recorded. The process of recording will be planned so as to have minimal impact on the nature of the COWFEST events.

CONDITIONS:

Any recording of the COWFEST events is subject to the following conditions:

1) Creation of an audio and/or video record requires that an authorization and release form be signed by the involved individuals prior to recording.

2) Any costs connected with the creation of the original audio and/or video recording are to be paid by COWFEST.

3) A copy, at cost, may be made available to requesting individuals who are involved participants in the COWFEST. None of the rights, consents, or releases herein discussed will apply to these copies. No person or organization is permitted to re-copy these audio and/or video copies.

4) Questions of archives, formats, retrieval procedures, expenses for distribution, etc. are beyond the scope of this Agreement. The COWFEST Board of Directors is authorized to establish ad hoc procedures which may eventually be incorporated in a revised Agreement and/or administrative procedure.

AUDIENCE RELEASE:

If an announcement is made that the COWFEST event is being recorded, then individuals in the audience who choose to participate give their implicit permission. No releases are required. A statement to this effect will appear in the COWFEST program and will be announced at each COWFEST event.

UNAUTHORIZED RECORDING:

Private recording at any COWFEST event is not allowed without signed permission from all individuals involved, including the off-location and non-attending playwright. The COWFEST Steering Committee is authorized to request that the recording be stopped. A statement to this effect will appear in the COWFEST program and will be announced at each COWFEST event.

COPYRIGHT:

It is agreed that COWFEST will maintain ownership of the copyright of the audio and/or video recordings.

The playwright shall retain the copyright of any individually written play, which is presented at COWFEST. The playwright, by signing this Agreement, shall allow the audio and/or video recording of the public performance of his/her play. **The undersigned playwright hereby waives any royalties for the audio and/or video recording.**

**PERMISSION AND RELEASE FORM FOR
AUDIO AND/OR VIDEOTAPE RECORDINGS**

Event: Center of the World Festival (COWFEST)

Dates: third August weekend of each year

The foregoing "General Discussion" is incorporated into this Permission and Release Form by this reference. I understand that this event is being audio and/or videotaped, and I hereby grant permission for Center of the World Festival, Inc. (COWFEST) to include my presentations and comments, in any and all forms, in these recordings. I further grant permission for COWFEST to reproduce these records and recordings, if COWFEST chooses to, and for COWFEST to distribute these recordings, in complete or partial form, on videocassette, broadcast, cablecast, CDROM, laser disc, multimedia, print, electronic text, and any other media format now or hereafter known.

I agree that COWFEST has the right to use my written play, my image, voice, pronouncements, and likeness recorded herein, and my name and any and all biographical material submitted by me in connection with the Event named above, for purposes of the reproduction and distribution described above, and for any associated advertising or exhibition, whether used in excerpts or in full.

I understand that COWFEST and others will invest considerable resources in reliance on the permissions and releases herein. I understand that COWFEST is under no obligation to exercise any or all of the rights, licenses, or privileges herein granted. I hereby release and discharge COWFEST and other Event sponsors, funders, and organizers from any and all liability arising out my participation in the Event, or in connection with the performance of any of the activities described in this document as permitted herein, including but not limited to my rights of privacy or publicity, copyrights, patent rights, trade secret rights, moral rights, or trademark rights as these pertain to the audio and/or video taped recordings.

All permissions granted by me and all releases by me herein shall be effective in perpetuity and throughout the universe. All permissions and releases herein extend and apply to COWFEST and its assigns, contractors, sublicensees, distributors, successors, and agents.

In the event that any materials used in my presentation contain the work of other individuals or organizations (including any copyrighted

musical compositions or excerpts thereof), I understand that it is my responsibility to secure any necessary permissions and/or licenses. Small performing rights licenses must be secured for the public performance of any copyrighted musical compositions in film or video presentations.

I agree to notify COWFEST if I do not have the necessary rights and/or permissions to use the works of others. In that situation, COWFEST will edit (delete) those portions of the recordings for which I have specified this situation.

Yes ___ No ___ I have the necessary rights and/or permissions to use the works of others

Signature

Date

I, the undersigned, hereby consent, grant and assign to, and authorize the use by, Center of the World Festival, Inc. (COWFEST), a California nonprofit charity corporation, or anyone duly authorized by COWFEST, its assigns and legal representatives, the right to use, reproduce, and distribute on a royalty-free basis the audiotape and/or videotape and/or photographs of my readings, performances, lectures, concerts, panel discussions and/or plays held at or through the Center of the World Festival (COWFEST) on/or during August 19 through 21, 2011, and any that are currently part of the COWFEST Archives and/or Special Collections, (hereinafter individually and collectively referred to as the "Work").

The Work is released for the following uses:

Educational and Archival Uses. COWFEST shall have the right to use all or any portion of the Work for educational and archival purposes. These uses shall include, but are not limited to:

- i. The right to duplicate the recording of the Work for the purpose of physical preservation; and
- ii. The right to make the intellectual content of the Work accessible to any individual or entity that requests a copy for non-profit organizational research purposes; and
- iii. The right to replay and/or rebroadcast all or any portion of the Work on a worldwide basis in all educational arenas such as schools and school

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- classrooms, libraries, museums, businesses, clubs, and organizations as well as over the radio, in motion picture theaters, on cable, satellite and commercial television, and over the World Wide Web; and
- iv. The right to incorporate all or any portion of the Work, or any adaptation thereof, into classroom or other educational curriculum; and
 - v. The right to create, produce, and distribute fundraising CD/DVDs and subsequent editions and to incorporate the Recording therein. These fundraising CD/DVDs may be distributed as gifts to donors making tax-deductible donations to COWFEST to further its mission statements. These CD/DVDs will not be placed for sale by COWFEST without further Agreement from all individuals involved, which Agreement will specify the new purpose of the audio and/or video recordings.

Promotional Uses. In addition to the foregoing, COWFEST shall have the right to use all or any portion of the Work for the promotion and other uses set forth below:

- i. COWFEST may incorporate all or any portion of the Work, and any adaptation thereof, into COWFEST's advertising materials, catalogs, news releases and other promotional presentations.
- ii. In conjunction with the foregoing, I authorize COWFEST to use my name, together with photographs of me, as necessary, in conjunction with the uses of the Work.

Other Uses. I further agree that COWFEST may make or cause to be made dramatic, speaking, stage, motion picture, photographic, television, radio or other adaptations of the Work of every and any kind and character as specified in this Agreement, and may edit the recording of the Work, and/or combine all or any portion of the Work with the Recordings of others for any and all purposes deemed reasonable and appropriate by COWFEST.

WAIVER OF ROYALTIES. The undersigned hereby waives any royalties or future consideration for the foregoing assignment and release in order to support the enhancement and preservation of the COWFEST Archives and/or Special Collections.

I declare that I am eighteen (18) years old and am legally competent to execute this release or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily signed this document.

I, the undersigned, hereby give, grant, assign, and transfer, forever, to COWFEST, as a donation, all my rights, title and interest in and to the recorded oral and/or video recording made, as described above, and any copies thereof, for use by COWFEST in any lawful way, including publication and broadcast, except for the conditions specified below, if any:

The copyright of any individually written play, song, video, which is presented at COWFEST, shall be retained by the playwright, songwriter, and/or videographer of that particular product. The foregoing agreement applies to the audio and/or video recording made of the performances during COWFEST, as well as to the individually submitted competition videos, applying to their posting on the Center of the World Fest YouTube Channel.

Signature of Festival Participant/Playwright:

Printed Name of Festival Participant/Playwright:

Date Signed: _____

Official Notification Address of Festival Participant/Playwright:

E-mail Address: _____

Telephone: _____

COWFEST Representative: _____

Signature: _____

Date: _____

If subject is under 18, the parent or legal guardian, if any, must sign:

Printed Name of parent/guardian: _____

Signature: _____

Date Signed: _____

If address is different, please list: