

AGREEMENT TO PERFORM AND MEDIA WAIVER
FREE TO WORSHIP
September 19, 2009

Applicant (Organization or Individual) (hereinafter Artist): _____

Representative or Alternate: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone number: _____

E-mail address: _____ Number of members in group: _____

Name you would like on all materials: _____

Website: _____

1. Artist grants Free To Worship Ministries the full and free right and permission to record/film/videotape/photograph Artist's work (the "Work") presented at Free To Worship and, within Free to Worship Ministries' absolute discretion, utilize it in recorded form (the "Recording") for up to 30 seconds per song for use in promotional materials or other media from the event. Artist waives any right to inspect or approve the finished videotape, photograph, advertising copy, audio piece or printed matter that may be used or the eventual use to which it may be applied.
2. Artist retains all rights to this performance and material.
3. Artist grants Free To Worship Ministries the right to use up to 30 seconds per song of material for promotional use only.
4. Artist hereby releases, discharges and agrees to hold harmless Free To Worship, Free To Worship Ministries, Clark County and all individuals involved in creating this event, their employees, members, directors, subcontractors agents, successors and assigns from and against any liability as a result of any harm, damage, loss suffered to the actual work, equipment used in creating the Recording, personal property or personal injury suffered during the participation or attendance at Free To Worship.
5. Artist warrants that Artist owns all intellectual property rights in and to the Work and that the use of the rights granted herein by Artist and of any material supplied by Artist to Free to Music Worship Ministries will not violate the rights of any third party.
6. Artist agrees to defend, indemnify and hold harmless Free To Worship, Free To Worship Ministries and all individuals involved in creating this event from any claims by third parties alleging that the Artist's content or material infringes on any third party's rights.
7. This Release and Hold Harmless Agreement shall bind the Artist's successors and assigns and any representative.
8. This contract is the entire agreement between the parties hereto, and replaces and supersedes any prior agreement or understanding, verbal or written, with respect to the subject matter hereof. No amendment, addendum, modification or waiver of this contract or any portion hereof shall be valid unless contained in a writing signed by both parties.
9. This contract shall be deemed to be entered into in Clark County, Nevada, and shall be governed by and interpreted in accordance with the laws of the State of Nevada applicable to agreements entered into and carried out entirely within Nevada. We/I agree that any and all disputes or controversies arising under this contract or any of its terms shall be resolved under the auspices of the American Arbitration Association, or another mutually agreed upon alternative dispute resolution process.
10. Artist hereby certifies that Artist is at least eighteen years of age. If Artist is signing on behalf of an organization, Artist certifies that Artist has authority to do so and that Artist's signature binds the organization and its performers to all elements of this contract.

Artist has read this Agreement and warrants that Artist fully understands its contents. Artist is authorized to execute this Agreement on behalf of every person who contributed to the Artist's Work and/or performance of the Work for Free To Worship.

Signature: _____ Date: _____