



WAIVER OF LIABILITY

I hereby release and waive any and all claims I may have against MusiCares, its affiliates, and their respective employees, officers and directors for any and all injuries, claims, damages, losses, costs or expenses of any kind arising from or related to my volunteer participation in The Day that Music Cares (the "**Program**"), including without limitation my travel to and from the Program. I further agree to indemnify and hold harmless MusiCares and its affiliates from and against any and all third-party claims, liabilities, costs and expenses (including attorneys' fees reasonably incurred) arising out of or related to any injury, accident, illness, death or any other claim by me and my participation in the Program.

I also grant to MusiCares the following rights in connection with my voluntary participation in The Day That Music Cares (the "**Participation**"):

- i. The right to capture and record my Participation by audio, audiovisual, and/or photographic means and to edit, alter or otherwise modify such recording(s) (collectively, the "**Recording**");
- ii. The right to use the Recording (or portions thereof) in any and all media now known or hereafter devised, in connection with the Program and/or to further the interests and mission of MusiCares (the "**Purpose**"), including without limitation on websites and other digital platforms owned, controlled and/or maintained by or on behalf of the MusiCares (including, for the avoidance of doubt, the MusiCares' official social media channels) (the "**Use**");
- iii. Subject to my prior written consent in each instance, the right to authorize third parties (collectively, "**Third Parties**") to use the Recording (or excerpts thereof) solely in connection with the Purpose in any and all media now known or hereafter devised, including websites and other digital platforms owned, controlled and/or maintained by or on behalf of such Third Parties; provided that no such use shall imply an endorsement by Artist of any third-party product or service; and
- iv. The right to use, and (subject to my prior written consent in each instance) to authorize Third Parties to use, my name, approved likeness, voice, and approved biographical information solely in connection with the Purpose (collectively, "**Name and Likeness Rights**").

I also agree that I will not assert or maintain against MusiCares and/or any Third Parties any claims that I may have in connection with: (i) the use of the Recording, or any portion thereof, by MusiCares and/or any Third Parties in accordance with this Release, or (ii) the use of my Name and Likeness Rights by the MusiCares and/or any Third Parties in accordance with this Release. This Release shall be binding upon each party's successors and assigns.

Without limiting the foregoing, I hereby acknowledge that, as between the parties to this Release, MusiCares is the owner of the Recording and all rights therein and that MusiCares has the right to control and use the Recording upon such terms and in such forms as it in its sole discretion may approve, in accordance with this Release, as well as the right to refrain from making any such uses. I further

acknowledge that the benefits to me of the use of my Participation in any of the above-described ways shall constitute good and valuable consideration for the release granted herein.

This Release contains the entire understanding of the parties, may not be changed or terminated except by an instrument signed by all parties hereto and will be construed and enforced in accordance with the laws of the State of California applicable to agreements made and performed in the State of California.

I acknowledge I have read and fully understand this Release, knowingly and willingly volunteer my time to The Day That Music Cares, and voluntarily agree to the terms contained herein.