



## Performance & General Venue Release Form

In consideration for intangible value I will receive from, and for the opportunity to participate in or attend one or more **Shining Star CLE 2024** solo-singing competition events (the "Competition"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably permit, authorize and license and assigns to the **Mandel Jewish Community Center ("Mandel JCC, The J")** and its affiliates, successors and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them ("**Authorized Persons**"), to use, publish, display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my name, image, likeness, appearance, voice, photographs, professional and personal biographical information, performance, signature and other personal characteristics and private information and all materials created by or on behalf of the Mandel JCC or licensed to the Mandel JCC or otherwise acquired by the Mandel JCC that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium, technology, or format whatsoever now existing or hereafter created, including but not limited to, in photographs and on magazines, brochures and other print publications, electronic, magnetic and optical media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising and promotional materials, press releases, the internet, and for any other purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of the Mandel JCC and its affiliates and their businesses, products and services, and in connection with any purpose, including but not limited to, directly or indirectly, the advertising, promotion or publicity of the Competition or the Mandel JCC, without further consent from or royalty, payment or other compensation to me.

I acknowledge and agree that the Mandel JCC shall have the right to photograph, film, record and videotape my performances at the Competition and rehearsals, and take backstage shots, interviews and any other documentary-type footage of me (collectively, the "Footage"), that the Mandel JCC shall have the perpetual right to edit the Footage into one or more audio and audiovisual programs of the Competition (collectively, the "Programs"), and shall have the perpetual right to exploit throughout the universe the programs in all forms of medium, whether utilizing technology now known or hereafter devised, without further remuneration or payment to me. All Footage shall be deemed "Material" as defined herein.

I further acknowledge and agree that the Material is a work specially ordered or commissioned for use as part of an audiovisual work and as such is a "work made for hire" for benefit of the Mandel JCC within the meaning of the United States Copyright Act of 1976, as amended. Accordingly, the Mandel JCC will own

throughout the universe, all right, title and interest in and to the Footage and all derivatives thereof and shall have the right to exploit and otherwise use the Footage (including the audio soundtrack thereto), or any portion thereof, in any and all mediums, whether utilizing technology now known or hereafter devised. If it is ever determined that my performances and other appearances as embodied within the Footage are not "works made for hire," I shall be deemed to have irrevocably assigned in perpetuity and throughout the universe to the Mandel JCC all right, title and interest therein and thereto, including, without limitation, all copyrights therein and thereto throughout the universe for the life of the copyright (including all renewals and extensions thereof). I hereby grant to the Mandel JCC a perpetual, irrevocable power of attorney to sign my name to documents the Mandel JCC reasonably determines to be necessary or helpful to effectuate the provisions herein. I hereby waive all so-called "moral rights" in and to the Footage. I hereby irrevocably transfer and assign to the Mandel JCC my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Mandel JCC, and that the Mandel JCC has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Mandel JCC's editing, alteration or use of the Materials. The Mandel JCC has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Performance & General Venue Release Form and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of the Mandel JCC or any other person, covenants not to make or bring any such Claim against any Authorized Person and forever releases and discharges the Authorized Persons from liability under such Claims.

I represent and warrant to the Mandel JCC that the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith. I agree to defend, indemnify and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach of any of the foregoing representations and warranties.

I further acknowledge, confirm and agree that (i) I am currently in the 9th-12th grade at a high school or home-schooled from Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Stark, Summit and Wayne counties and graduating between 2025-2028, and I hereby authorize the Mandel JCC to take any action the Mandel JCC deems necessary or appropriate to verify same, (ii) If I win a scholarship I will attend college in the United States.

## Schedules & Conflicts:

Participation in the Competition requires a significant time commitment, so be sure you are able to make that commitment. It is important that parents are consulted to check for any and all known school, family, extra-curricular and work commitments, as well as medical appointments, private lessons, college trips etc. (Days and times are subject to change). Upon request, religious accommodations will be considered by our Artistic Director.

### **Rehearsal/Show schedule:**

Monday, September 16, 2024	6-9:00 pm
Tuesday, September 17, 2024	6-9:00 pm
Wednesday, September 18, 2024	6-9:00 pm
Thursday, September 19, 2024	6-9:00 pm
Friday, September 20, 2024	6-9:00 pm
Saturday, September 21, 2024	TBD (Tech Rehearsal)
Sunday, September 22, 2024	9 am – 10pm (final tech, dress run and performance)

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Agreement shall be brought only in the federal and state courts located in Cuyahoga County, Ohio, and the parties hereby consent to the exclusive jurisdiction of such courts.

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THIS AGREEMENT PROVIDES THE MANDEL JCC WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING THE MANDEL JCC TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE MANDEL JCC, AND THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK COUNSEL FROM AN ATTORNEY AND WERE ENCOURAGED TO DO SO.

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**Print name of student, a minor**

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**Signature of student, a minor**

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**Date**

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**Address**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below; I hereby do consent to the terms and conditions of this Performance & General Venue Release Form. I personally accept all obligations and liability hereunder on behalf of the minor named above.

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**Printed Name of Parent or Legal Guardian:**

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**Signature of Parent or Legal Guardian**

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**Date**

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**Address**