



## Noah's Ark "Rock the Ark" Battle of the Bands

### CONTEST RELEASE

I hereby agree and consent to \_\_\_\_\_ ("My Minor Child") participating in a promotional contest entitled "Rock the Ark" Battle of the Bands (herein defined as the "Contest") conducted by Noah's Ark Waterpark and radio stations: WHQG FM 102.9 The Hog (Rock) and WZBK FM, Big Buck Country 106.9 (Country) in Milwaukee; WMAD-FM 96.3 (Country), WZEE-FM 104 (Top 40), and WIBA-FM 101.5 (Classic Rock) in Madison; WIXX-FM 101.1 (Top 40) and WNCY, Y100 (Country) in Green Bay; and WIFC-FM 95.5 (Top 40) and WHDG, 97.3 Hodag Country in Wausau; and Today's WAXX 104.5, I-94 and 92 9 The Big Cheese in Eau Claire (herein defined as the "Station"). In order to participate in the Contest, I personally submitted a video of My Minor Child, which may be posted on the Station's internet website.

In consideration for allowing My Minor Child to participate in the Contest, I agree as follows:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Contest, including but not limited to the Stations, their respective parent, subsidiaries, affiliates, officers, directors and employees. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I hereby confirm and certify that I am the parent or legal guardian of the above mentioned Minor Child, I hereby consent to My Minor Child's participation in the Contest, and I further consent and agree to all provisions of this Release and agree that all provisions of this Release shall be effective as to My Minor Child. I hereby warrant and represent that I am the sole owner of the photograph/video submitted in the Contest and that the photograph/video does not infringe on any third party's intellectual property rights, including copyrights, trademarks or other proprietary or personal rights. I understand that by entering and submitting the photo/video of my Minor Child in the Contest, I have granted to the Released Parties, a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the

world, for any purpose. I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, My Minor Child's name, likeness, photographs, videotapes or other recordings, including but not limited to the photograph/video submitted in the Contest, of him/her participating in the Contest, without any additional consideration to me or My Minor Child, beyond allowing My Minor Child to participate in the Contest.

I understand and agree that the photograph/video of My Minor Child, posted on the Station's website, may be posted for the purposes of a website based voting competition alongside other contestants. The competition may be advertised by the Station on-air or by other advertising medium.

I certify, acknowledge and agree as follows: (i) I am over the age of eighteen (18) and am legally competent to sign this Release; (ii) I have read this agreement carefully and understand its provisions; (iii) I understand that I have the right to consult with an attorney; (iv) I have determined that it is in my best interest and the best interest of My Minor Child to enter into this agreement; (v) I have not been influenced to sign this agreement by any statement or representation by the Released Parties not contained herein; and (vi) I enter into this agreement knowingly and voluntarily.

Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signature \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address: \_\_\_\_\_