

**“Eyes of Texas” Release and Waiver for Use of Video and Likeness
Austin Radio Network (GAR Broadcasting)**

By checking the “I Agree” box and uploading a digital video (a Video), I intend to be bound by the terms and conditions of this Consent and Release. In addition, I represent and warrant that I am at least eighteen (18) years old, and to the extent that a minor is depicted in the Video, I represent and warrant that I am such minor’s parent or legal guardian.

I hereby irrevocably grant to GAR Broadcasting, Austin Radio Network, d/b/a KOKE-FM, KTXK (The HORN), KTAE (The HORN), K287FG (105.3 The BAT), (the “Station”) a non-exclusive, perpetual, transferable, royalty-free license to use, publish, publicly perform, publicly display, broadcast, transmit, manufacture, and distribute the Video, including, without limitation, my name, likeness, portrait, and/or image and likeness, for free, for a fee or for sale, via any medium (including without limitation terrestrial radio, satellite radio, the Internet, cable, print, and TV), for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing Austin Radio Network, and/or its radio stations, products and services or its sponsors), in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Video in whole or in part, alone or in compilation with content provided by third parties, and for any of which I shall receive no payment of any additional compensation; and in so doing, I respectively waive any potential claims against Station or any of its affiliates with respect to any such usage and/or editing of the Video.

I represent and warrant (i) either that the Video is my own creation, in and to which I own all rights or that I have obtained all necessary rights to submit the Video to Station pursuant this Agreement, (ii) the Video is not obscene, indecent, does not defame, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity, (iii) the Video does not violate any law, rule, or regulation of any governmental entity, and (iv) the Video is not subject to any obligation of confidentiality.

I understand that submission of the Video to Station does not obligate Station to use the Video. However, if Video is selected for use by Station, I agree that the Station may use my full name, title of the Video (if applicable), and city and state of my residence for the purpose of identifying, promoting and/or generating publicity for the usage.

I specifically acknowledge and agree that the Video may be utilized for, among other things, posting on the internet (including without limitation Austin Radio Network websites and third party websites such as Facebook or YouTube, Twitter, Instagram social media pages and/or viral distribution through email or other means of sharing), for inclusion in TV commercials and/or on-air broadcast, and I hereby consent to all such use, for any of which I shall receive no payment of any additional compensation.

I hereby waive any right that I may have to inspect and / or approve the finished product, advertising copy or printed matter and am aware that any and all recordings may be edited and juxtaposed with other material.

I hereby remise, waive, release and forever discharge Station, its parents, subsidiaries, and affiliated companies, and their respective officers, directors, members, managers, employees, agents and representatives as well as each of its sponsors and/or producers (and their respective officers, directors, members, managers, employees, agents and representatives) (collectively the "Releasees"), from any and all claims, manner of actions, causes of action, suits, debts, accounts, contracts, agreements, controversies, judgments, damages, liabilities and demands of any nature whatsoever which I ever had, now have, or hereafter can, shall or may have against Releasees, for damages for personal injury, death, or property for, upon or by reason of a result of my participation.

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