

 DAMAGE WAIVER/COPYRIGHT RELEASE

Olentangy High School and the Olentangy Music Boosters Association are not liable for any lost, stolen, or damaged articles during the Keynote Classic Show Choir Competition. For your security, a minimum of one (1) adult must monitor your choir’s homeroom at all times or homeroom may be locked. We ask that all equipment, property, and facilities of Olentangy High School not be disturbed in any way. Damage to a homeroom or to Olentangy High School facilities or equipment will be billed to the choir occupying the homeroom. Directors are urged to advise all participants of the consequences of damage to, or destruction of Olentangy High School property.

I have read the damage waiver and understand that our group(s) will be held responsible for any damage incurred during our stay at Olentangy High School.

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Director Signature School

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Olentangy will be providing video production services for each choir at the Olentangy Keynote Classic. Olentangy will live stream the event on the internet and provide you with an archival copy of your performance in audiovisual format. These services will be provided as a work made for hire for each participating school. You grant Olentangy the right to record and capture your students' performance, photographs, image and likeness as part of such performance. You warrant and represent that you will not: (1) reproduce this recording in any form, (2) distribute this recording to any third parties; or, (3) display this recording to the public including on the internet or via any other electronic media unless you obtain the appropriate synchronization licenses. If proper synchronization licenses are obtained, Olentangy grants you master use rights to distribute the recoding. You agree to defend, indemnify, and defend Olentangy and Olentangy Keynote Classic against any third party claims in connection with the recordings, including any claims resulting from breach of these warranties and representations.

It is agreed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is responsible for any payment rights and

 **School Name**

copyright and synchronization licensing fees for music performed during the Olentangy Keynote Classic.

Furthermore, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to defend, indemnify, and to hold

 **School Name**

harmless Olentangy High School against all claims, demands, costs, and attorneys’ fees that Olentangy High School may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in connection with the permission granted herein.

Agreed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director Date