

Name of individual / ensemble:

Performance / Recording date:

**[CREATOR, PERFORMER, SPEAKER, PRESENTER, PARTICIPANT]  
CERTIFICATION, RELEASE, & INDEMNIFICATION AGREEMENT**

*meant to cover your butt and ours*

The reverse side of this release is full of lawyer language. It's meant to inform and protect everyone involved, but lawyer language is uncomfortable and hard to grok. It's part of this agreement though, so please read it and understand it. Every performing or presenting individual needs to sign a copy of this form.

In plain words, this is the essence of the most important parts:

Absolutely nothing that isn't under your own copyright is allowed (though works from the Public Domain are OK) because one fine from any of the Performance Rights Organizations for violating copyright would kill Stage 33 Live dead. We're not just being divas, we're serious about this because we have to be. If we hear a copyright violation, the PA gets turned off and the show is over. We can't stress this strongly enough. By signing this, you agree to accept all legal repercussions resulting from your infringement of copyright.

We're going to record and video your performance, and then mix and edit it and post the results online, hopefully also using it at some point in radio and TV and other programming. That programming will probably be part of a larger collection of clips of various performances. Our uses will probably include stills and excerpts, and your name and other details. Some things might also get used to promote Stage 33 Live generally, in various ways,

Doing all that stuff will require putting the audio and video on a variety of physical media and cloud storage, and making copies of it as needed.

We claim no ownership of your songs or words or anything. You own your stuff! We "own" the documentation, but it's more like a co-ownership because you can use whatever we produce however you want — sell it, even.

We're doing this for free, we're not asking you for any money. And sadly, we don't have any money to give you. (If either of us somehow gets a windfall from this collaboration, which we can't even fathom happening but anything is possible, let's agree to be good and honorable people, open and transparent and fair with each other.)

By signing this, you're saying that you're cool with everything in it. Some lawyerese: *You have the unfettered right to enter into this legal agreement and are fully authorized to grant all certifications, releases, indemnifications, and rights, and are doing so of your own free will without coercion of any kind. By signing this document, you agree that all of its terms are acceptable.*

**Performer / Presenter / Artist:**

\_\_\_\_\_  
Date ^

\_\_\_\_\_  
Signature ^

\_\_\_\_\_  
Print name ^

**If an ensemble, other members must also sign and print their names:**

Initial here:

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# STAGE 33 LIVE

## [CREATOR, PERFORMER, SPEAKER, PRESENTER, PARTICIPANT] CERTIFICATION, RELEASE, & INDEMNIFICATION AGREEMENT

**You certify and agree that:** 1) The material performed or presented is your original creative / intellectual property, and that you can and do legally grant us performance and mechanical and any other necessary rights; or 2) the material is in the public domain; or 3) your use of any copyrighted material falls under legal fair use. **You accept all legal obligations and repercussions resulting from your copyright infringement.**

**You grant Stage 33 Live, its licensees and assigns:**

- Permission to make and edit audio and video documentation of your performance;
- The right to use your individual name and likeness and biographical details, and ensemble name and/or logo or other identifying mark or graphic and ensemble details, and the title(s) of the work(s) documented. This material may also be used in promotion, but not as an endorsement of any product or service.
- The right to commingle documentation of your performance with documentation of other performances.
- The right to reproduce all or part of the recording(s) and documentation in any form or format.
- This part sounds way scary, but it's not: Royalty-free perpetual license to broadcast or transmit, or syndicate for broadcast or transmission, all or part of the documentation one or more times over radio, television, internet, satellite, or other system, and otherwise display and reproduce and distribute the recording(s) and derivatives of the recordings in whole or in part in any format.

**You release and discharge Stage 33 Live, and its licensees and assigns, from any and all liability arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting, or otherwise using the recordings and documentation.**

- Neither party shall be under any financial obligation to the other.
- This part also sounds way scarier than it actually is: You indemnify and hold Stage 33 Live and its licensees and assigns, along with The Island Corporation, 33 Bridge Street and its tenants, any legitimate syndicating broadcasters and distributors, and all members, volunteers, employees, officers, directors, agents, assigns, and others associated with any legitimately and legally participating or peripheral entity harmless from any fees, penalties, liabilities, claims, losses, or damages including attorney's fees arising out of any claim, including but not limited to claims for libel, invasion of privacy, or infringement of rights of copyright and publicity.

**By signature on this document I hereby acknowledge that:**

- All rights not expressly granted herein to Stage 33 Live are reserved by you. You retain all your rights to continue to record, perform, publish, and pursue your talents and creations in any way.
- Stage 33 Live isn't obligated to use or to maintain an archive of any recordings. If you publish materials made by Stage 33 Live, we ask that you provide appropriate credits on the packaging, web page, etc.
- This agreement supersedes any previous understandings or agreements, oral or written.
- This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall be governed by and interpreted in accordance with the laws of the State of Vermont.
- If any part of this agreement is found to be invalid or unenforceable, it shall not affect the balance of this agreement.