

PUBLIC ACCESS CHANNEL PROGRAMMING RELEASE AND WAIVER

_____ (“Requester”) desires to air the following program on the City of Warrentville (“City”) public access television channel (“Channel 10”): _____. In consideration of the City agreeing to air the Program on Channel 10, Requester agrees as follows:

NECESSARY RIGHTS: Requester certifies and warrants that Requester has obtained all necessary rights to (i) photograph and/or film all of the people represented in the Program (collectively, “Participants”); (ii) use the Participants’ images, likenesses, and voices captured in the Program for the purpose of airing the Program on Channel 10; and (iii) all patent and/or copyright protected content in the Program.

NO COMPENSATION: Requester further acknowledges and agrees that no money or other consideration in any form, including reimbursement for any expenses incurred by Requester, will be due to Requester or anyone else at any time because of the airing of the Program on Channel 10 or for the use of Participants’ images, appearances, likenesses and/or voices as described above or for the use of any copyrighted material.

WAIVER, RELEASE AND INDEMNITY: Requester fully accepts and assumes any and all risks associated with the airing of the Program on Channel 10. Requester agrees to accept full responsibility for and to waive and release the City, its successors, assigns, agents, officials, and employees (collectively, “Released Parties”) from and against any and all Claims, as defined below, that Requester has or may ever have in the future against any of the Released Parties, relating to, arising out of or in connection with the airing of the Program on Channel 10.

Requester shall indemnify, defend and hold harmless the Released Parties from any and all Claims, as defined below, relating to, coming out of or in connection with the airing of the Program on Channel 10, including, without limitation, relating to the use of Participants’ images, appearances, likenesses and/or voices, invasion of rights of publicity, invasion of privacy, defamation, infringement of moral rights, or copyright infringement, and any other thing relating to or arising from the airing of the Program and/or the terms of this Release.

As used in this Release, “Claims” means any and all actual or threatened claims, liabilities, demands, expenses, losses, damages, suits, judgments, awards, liens, settlements, penalties, fines, costs, expenses, attorneys’ fees and liquidated, punitive or exemplary damages whatsoever of any nature.

These waiver, release, and indemnification provisions include, without limitation all Claims arising out of (i) any of Requester’s acts or omissions, whether or not any such act or omission involves Requestor’s negligence, gross negligence, or willful misconduct; and (ii) any negligence of any of the Released Parties.

ACKNOWLEDGEMENT: Requester warrants that Requester has read, or has had read to Requester, and understands all of the details of, this Release. By signing below, Requester acknowledge that Requester agrees to such Release.

_____ Printed Name of Requester	
_____ Printed Name of Authorized Representative and Title Held if Requester is a Corporation or Other Entity	
_____ Signature of Requester /Authorized Representative	_____ Date
_____ Address of Requester	