

Talent Release and Content Agreement



By signing below, I hereby agree to permit 'Ōlelo Community Media to record my likeness and/or voice for any **VOTE!** Program(s) and distribute or transmit the resulting programs and/or portions thereof on non-commercial public access channels, commercial cable or broadcast channels and via the Internet for non-profit and/or promotional purposes without any further permission from me. I also understand and agree that in consideration for the access, facilities, and services provided to me by 'Ōlelo, 'Ōlelo will be the owner of all rights to the Program(s), and that 'Ōlelo's sole obligation to me is to provide me an archive copy of the Program(s) if requested, and upon payment of the applicable fee and subject to the use restrictions below. I understand that 'Ōlelo hereby disclaims any responsibility for the content, creation or distribution of the Program(s), regardless of what role 'Ōlelo, its agents, employees, representatives and affiliates may have played therein.

I agree that I am solely responsible for the content of my speech and Program(s) and ensuring that the Program(s) can be legally distributed. I understand this includes but is not limited to the requirements that my speech complies with applicable federal and state statutes and regulations with regard to cable programming and will not improperly invade the privacy of a citizen or put someone in a false light; be libelous or slanderous; violate any copyright or trademark of any third party; contain any direct appeal for funds, support or property of value; promote, endorse or refer to any business, service or product for which economic consideration was received; nor designed or intended to promote the sale of commercial products, trade or services. On behalf of myself and my heirs, successors, affiliates, and assigns I hereby release, discharge, and waive all claims that might otherwise exist against 'Ōlelo, its agents, employees, representatives, and affiliates arising in any way directly or indirectly from the creation and/or distribution of the Program(s) and/or their participation therein, even if such claim arises from their negligence, gross negligence, or willful acts or omissions.

If any legal liability of any kind is caused by distributing my speech and/or Program(s), I understand that it is solely my liability, not 'Ōlelo Community Media's, or anyone else associated with the Program(s) creation or distribution. I agree to indemnify and hold harmless the State of Hawai'i, Spectrum, Hawaiian Telcom, 'Ōlelo Community Media and their agents, affiliates, employees, and representatives from any and all liability and injury (including reasonable attorney's fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, including but not limited to: alleged violations of laws, rules, regulations, or other requirements of local, state, and federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name, or service mark or the like; alleged breaches of contractual or other obligations owing to third parties and criminal charges or threatened criminal charges against indemnities or any of them.

I further agree that in consideration for the access, facilities, and services provided by 'Ōlelo, I assume all risk as to any damage or loss of the program matter, data, tapes or other media even if due to negligence or other fault of 'Ōlelo, its agents, employees, representatives and affiliates, and that 'Ōlelo shall not be responsible for such damage or loss and it will not entitle me to any compensation of any kind.

I understand that the Program copy(ies) provided to me upon request are for archive purposes only, and that if I wish to use any Vote! Program(s) or any portions or extracts thereof for campaigning or any other purpose than distribution by 'Ōlelo as provided above, I understand that I must obtain prior written approval from 'Ōlelo and any other person appearing on the program before distributing the material, and will prominently credit 'Ōlelo Community Media in any portion or portions of the program to be distributed.

I understand that my contact information below will be made available to the public in connection with Vote! Program(s) that I may appear in. **I have read, understand and will abide by the above terms.**

Full Name _____
Signature _____ Contest _____
Date _____ E-Mail _____
Mailing Address _____
Street City Zip
PhoneNumber _____
Indicate Home, Office or Cell

