

EXHIBIT A

CONSENT TO AUTHORIZED USE AND RELEASE OF LIABILITY

The individual named below (referred to as "I" or "me") desires to participate in the Battle of the Industry Bands on July 14, 2018 at Gathering on the Green, located at Rotary Park, 4100 W. Highland Rd., Mequon, WI, 53092 (the "**Activity**") provided by Gathering on the Green, a Wisconsin 501(c)(3) non-profit corporation ("**GOG**"). As lawful consideration for being permitted by GOG to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**"). The Rules for Application to and Participation in the Gathering on the Green Battle of the Industry Bands 2018 are hereby incorporated by reference into this Agreement in their entirety.

Consent to Authorized Uses

Photographs, Name and Likeness: I hereby irrevocably permit, authorize, and license GOG and its affiliates to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, exploit, rent, and otherwise use and permit others to use my name, organization of employment, testimonials, biographical information, application entry, image, likeness, appearance, voice, and other personal characteristics and all materials created by or on behalf of GOG that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, without further consent from or royalty payment or other compensation to me.

I hereby irrevocably grant to GOG a gratis use license for my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world. I acknowledge and agree that I have no right to review or approve Materials before they are used by GOG, and that GOG has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the GOG's editing, alteration or use of the Materials. GOG has no obligation to use the Materials or to exercise any rights given by this Agreement.

Recordings: I acknowledge and agree that if a recording of my performance at the Activity is made by GOG or on behalf of GOG, (the "**Recording**") will be owned by GOG. I hereby waive in favor of GOG, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that I may now or later have to the Recording. I acknowledge and understand that GOG reserves the right to alter, change or modify the Recording, in its sole discretion.

Release from Liability

Waiver and Release of Liability: By participating in the Activity, I agree to release and hold harmless GOG, its officers, directors, shareholders, employees, volunteers, agents, affiliates, successors, assigns, venue and property owners or operators upon which the Activity takes place, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions or rights of action, which are related to, or are in any way connected with, my participation in the Activity, including, but not limited to, claims for libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from (i) the Releasees' exercise of their rights under this Agreement or any other agreement with me, (ii) the

Releasees' use and exploitation of any photographic images and video and audio recordings of my performance during the Activity, and (iii) my participation in the Activity, whether or not resulting in whole or in part from the negligence of the Releasees or any other person.

I further agree, promise and covenant not to make or bring any such Claim against GOG or any other Releasee arising from or connected with my participation in the Activity and forever release and discharge GOG and all other Releasees from liability under such claims.

Indemnification: I shall defend, indemnify, and hold harmless GOG and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any action, arising out of or resulting from any claim of a third party related to the Activity.

Miscellaneous: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). In addition, any dispute relating to the Contest (including these Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Mequon, Wisconsin. Participants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

BY SIGNING, I ACKNOWLEDGE THAT I AM OVER THE AGE OF EIGHTEEN (18) AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, I HAVE EXECUTED THIS RELEASE WILLINGLY.

By:

ARTIST/BAND NAME: _____

DATE: _____

MEMBER: _____
Print name Signature

MEMBER: _____
Print name Signature

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