



## Juneau Live! Studio at Resurrection Lutheran Church Recording Release for the AFF Songwriter Showcase



**In consideration of having my performance in the Program recorded by RLC,  
I hereby agree to the terms of this Release.**

Performer printed name	Performer signature	Effective date
		April 13, 2024

**Recording releases** (select all that apply)

- ☐ release to record for Performer's use
- ☐ release to record for:
  - ☐ use by the Alaska Folk Festival
  - ☐ Broadcast on Juneau Live! Studio YouTube Channel
  - ☐ withhold release until reviewed and approved (take QR Code Card)

**This Recording Release** ("Agreement") is entered into as of the effective date ("Effective Date") specified above, by and between Resurrection Lutheran Church, at 740 W 10<sup>th</sup> Street, Juneau, Alaska 99801 ("RLC") and the Performer ("Performer"), specified above, for the AFF Songwriter Showcase Compilation Video ("Program").

### No Endorsement or Advocacy

Approval for the use of Facility or Services does not constitute or imply endorsement of Performer, their mission, or their positions. Performer may not to advertise the event in such a way as to imply endorsement by Juneau Live!. No political activities or advocacy may take place at the Facility or through the use of the Services, or that conflict with the mission or practices of Juneau Live! (all determined in the sole discretion of Juneau Live!). Nothing in this Agreement shall in any way be construed to constitute Performer to be the agent, employee or representative of Juneau Live!. Performer shall not act, or hold itself out, as an employee or agent of Juneau Live!, and may not bind Juneau Live! to any obligation, contract, agreement or arrangement.

### Appearance Release

In consideration of being able to produce / record / broadcast from the Juneau Live! or Juneau Live! Live! Studio, Performer (on behalf itself and any and all performers, audience members or others who incidental may appear therein) hereby releases the following rights to Juneau Live! with regard to Performer's use of the Facility and Services. Performer authorizes Juneau Live! to record / broadcast / rebroadcast Performer's appearance, voice and/or performance including by means audio, visual and/or written recording, including audio recordings, video recording, photographs or written notes, ("Juneau / Juneau Live! Live! Services"). Performer grants Juneau Live! the rights to use the Juneau / Juneau Live! Live! Services for the activities of Juneau Live!, subject to the restrictions stated herein. Performer release Juneau Live! from any liability to Performer for Juneau Live!'s use of the Juneau / Juneau Live! Live! Services, according to the restrictions stated herein. Performer hereby waives any moral rights, including the right to identification of authorship or limitation on subsequent modification, that Performer has or may have in any work of authorship created hereunder. Performer waives any right of edit or review in Juneau Live!'s use of the Juneau / Juneau Live! Live! Services. Juneau Live! shall use Juneau / Juneau Live! Live! Services solely for the reasonable purposes of Juneau Live!. Juneau Live! shall not use Juneau / Juneau Live! Live! Services in any manner which may be considered derogatory or detrimental to the good name or reputation of the Performer.

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### **Intellectual Property Rights**

RLC and Juneau Live! are committed to respecting intellectual property rights of all artists and performers. Performer agrees not to violate the intellectual property rights of others by publicly performing to a studio audience and/or publicly stream copyrighted materials without permission or license. RLC has secured rights under ONE LICENSE #A-734995, and a non-exclusive, non-transferable license to publicly play and perform in the Facilities, and to publicly transmit via rlcjuneau.org streaming services (YouTube and Facebook), any musical composition controlled by one or more of the domestic Performing Rights Organizations (ASCAP, BMI and SESAC), as stated in the CCS WORSHIPcast License #: 13379 License Terms and Conditions. Performer will provide Juneau Live! a planned setlist for copyright clearance at least 24 hours prior to its performance for all non-original music. Should Juneau Live! not able obtain clearance for a copyrighted work, Performer will not perform said work.

### **Performance and Broadcast Content Standards and Practices**

Performer agrees to comply with the current (at the time of performance and/or broadcast) Juneau Live! Performance and Broadcast Content Standards and Practices, available upon request and on [juneaulive.org](http://juneaulive.org).

### **Internet Use**

Juneau Live! provides internet service ("Internet Service") as a courtesy to Performer and does not guarantee Internet Service or specific rates of speed. Juneau Live! also has no control over information obtained through Internet Service and cannot be held responsible for its content or accuracy. Use of the Internet Service is subject to the Performer's own risk. Juneau Live! reserves the right to remove, block, filter, or restrict by any other means any material that, in its sole discretion, may be illegal, may subject us to liability, or may violate this Agreement. Juneau Live! may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this section may result in the suspension or termination of access to the Internet Service or other resources, or other actions as detailed below. Juneau Live! reserves the right offer, revoke and refuse access to the Internet Service solely within its discretion. Performers are responsible for ensuring they are running up-to-date anti-virus software on their connected devices. Performers must be aware that, as they connect their devices to the Internet through the Internet Service, they expose their devices to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties. Performers must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited. Performer will use the Internet Service only as permitted by applicable local, state, federal, and international laws. The Internet Service may only be used for lawful purposes and in a manner which Juneau Live! believes to be consistent with the rights of other Performers and the mission of Juneau Live!. The Internet Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Internet Service shall not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous or defamatory. Illegal acts may subject Performers to prosecution by local, state, federal, or international authorities. Juneau Live! may bring legal action to enjoin violations of this Agreement and/or to collect damages, if any, caused by violations. Performers will refrain from any actions that Juneau Live! considers to be negligent or malicious. Performers will not send email containing viruses or other malicious or damaging software. The Performer will run appropriate anti-virus software to remove such damaging software from his or her computer. Performers will not access web sites which contain material that is grossly offensive to us, including clear expressions of bigotry, racism, or hatred. Performers will not access web sites which contain material that defames, abuses, or threatens others.