

THE NOON PROJECT MUSICIAN WAIVER / RELEASE AND TERMS SHEET

The Noon Project

Musician Waiver / Release and Terms Sheet

I, the undersigned ("Musician"), hereby acknowledge and consent to providing [MUSICAL PERFORMANCE] (the "Performance"), which was recorded on [DATE] to be featured as a an artistic work on the Noon Project Album.

Further, I do hereby grant permission to The Noon Project and any affiliate of The Noon Project to use the Performance and any images of Musician as part of any song or music project at its sole and complete discretion. Such use includes, without limitation, any and all recordings and formats now or in the future of the Performance, the display, distribution, publication, transmission, or otherwise use of recordings, photographs, images, and/or video recorded or taken of Musician and/or including Musician during the Performance for use in materials that include, but may not be limited to, music recordings of all kind, nature and format now or in the future, printed materials such as record labels, marketing material, brochures, news releases and newsletters, videos, and digital images such as those for use with the release of such music to the public in any and all formats or on the The Noon Project website or incorporated into any and all songs at the sole and absolute discretion of The Noon Project and in any and all media, and incorporated by The Noon Project in any and all other media whatsoever.

In addition, as a featured artist on the Noon Project, and participating in the project, and submitting the Performance to be featured on The Noon Project, I hereby waive any and all rights with respect to compensation in the form of currency or in the form of any other other goods or services.

In addition, I hereby waive any and all rights with respect to, the Performance and any and all music, recordings, vocals, photographs, reproductions, copies, transmissions, broadcasts, telecasts and webcasts (by any and all means in any and all media now or in the future) of any and all audio, visual and audio-visual aspects and elements of all or any portion of the recorded Performance for The Noon Project; and the sound, voice, photograph, likeness, activities and performances of Musician in connection with the Performance (including promotional activities and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings).

I also know, understand, and appreciate the risks that are inherent with the above acknowledgements, representations and warranties. I hereby assert that my execution of this consent and release is voluntary and that I knowingly assume all such risks on behalf of myself.

The Noon Project and I, the Musician, also agree to the following terms:

- The Noon Project acknowledges that the legal owner of the Performance is the Musician.
- The Noon Project acknowledges that while the Musician is allowing free and unrestricted use of the Performance, the Performance is still owned by the Musician, and can be distributed and released in any way the Musician sees fit.
- The Noon Project suggests the following guidelines, at the sole discretion of the Musician, knowing that if the Musician chooses to follow them , it will be on a voluntary basis:
 - The Noon Project supports the right to of artists to the creative ownership of their works, and encourage the Musician to release and distribute the works they have created in any way they see fit.
 - The Noon Project wants to find the most effective marketing strategy in order to make sure the impact of the Noon Project Album will be at its fullest potential. In light of this strategy, The Noon Project requests that the Musician refrain from releasing the Performance until the Noon Project Album has been released; This is in order to maintain the uniqueness of the works presented on the album.
 - The Noon Project also requests that when independently releasing and distributing the Performance, wherever appropriate, to acknowledge the Performance was featured on the Noon Project Album

I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue for any reason whatsoever.

Lastly, I also hereby indemnify, defend, and hold harmless The Noon Project, and their licensees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from my participation in the Performance and the rights related to recording of the Performance.

