RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of allowing the below participant to compete in the KK TALENT 2009 Contest (“Contest”) which is sponsored by KK Music Store (“KK Music”), I, the Undersigned, do hereby irrevocably grant to KK Music Store in La Puente, CA, and it's affiliates the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such recorded video performance ("Material") of me at no charge. I understand that the Material may be distributed in different ways, including, but not limited to, broadcasting on www.kkmusicstore.com and www.youtube.com. I confirm that any and all Material furnished by me for this Contest is either my own or otherwise authorized for such use without obligation to me or any third party. I maintain that I have the rights to agree to these conditions, and no other party or company owns the rights to the Material or recordings. I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for educational, program or publicity and organizational promotional purposes. I release KK Music Store, its employees, and affiliates from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the Contest. I also warrant and represent that the display of the Material, does not and will not infringe or violate the rights of any other party, including any copyright interests. I shall indemnify, defend and hold KK Music Store and its affiliates harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of the Material. I understand that the display of the Material on www.kkmusicstore.com is subject to the sole discretion of KK Music Store and any or all of the Material may be immediately removed from the Directory at the sole and exclusive discretion of KK Music and KK Music may discontinue the Contest at anytime at its sole discretion. This agreement is Non-Exclusive, meaning that I, retain all rights to my Materials and can issue a similar license to anyone I wish.

I, THE UNDERSIGNED, HAVE READ AND VOLUNTARILY SIGN THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

I HAVE READ THIS RELEASE

1. _____ _____
Participant (Signature) Date

Print Name of Participant: _____

Return signed and completed agreement to:
KK Music Store,
489 Yorbita Rd. Ste. B
La Puente, CA 91744