

PARENTAL CONSENT AND RELEASE AGREEMENT FOR GRADS GIVING BACK PHOTO CONTEST

****This form must be filled out completely, signed, and brought to 808 Huron Ave., Port Huron, faxed to 810-987-9380 (Attn: Danielle Jacolik) or scanned and e-mailed to djacolik@radiofirst.net before your child's picture can be posted on wsaq.com/wbti.com/rock1055.com/wphm.net****

I hereby agree and consent to _____ ("My Minor Child") participating in a promotional contest entitled GRADS GIVING BACK (herein defined as the "Contest") conducted by radio stations WBTI, Rock 105.5, WPHM and WSAQ (herein defined as the "Station"). In order to participate in the Contest, I personally submitted a photograph of My Minor Child which may be posted on the Station's internet website. In consideration for allowing My Minor Child to participate in the Contest, I agree as follows:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the Contest, including but not limited to the Station, Liggett Communications, their respective parent, subsidiaries, affiliates, officers, directors and employees. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I hereby confirm and certify that I am the parent or legal guardian of the above mentioned Minor Child, I hereby consent to My Minor Child's participation in the Contest, and I further consent and agree to all provisions of this Release and agree that all provisions of this Release shall be effective as to My Minor Child.

I further agree to indemnify and hold harmless the Released Parties for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute this Release agreement.

I hereby warrant and represent that I am the sole owner of the photograph submitted in the Contest and that the photograph does not infringe on any third party's intellectual property rights, including copyrights, trademarks or other proprietary or personal rights.

I understand that by entering and submitting the photo of my Minor Child in the Contest, I have granted to the Released Parties, a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, My Minor Child's name, likeness, photographs, videotapes or other recordings, including but not limited to the photograph submitted in the Contest, of him/her participating in the Contest, without any additional consideration to me or My Minor Child, beyond allowing My Minor Child to participate in the Contest.

I understand and agree that the photograph of My Minor Child, posted on the Station's website, may be posted for the purposes of a website based voting competition alongside other contestants. The competition may be advertised by the Station on-air or by other advertising medium.

I certify, acknowledge and agree as follows: (i) I am over the age of eighteen (18) and am legally competent to sign this Release; (ii) I have read this agreement carefully and understand its provisions; (iii) I understand that I have the right to consult with an attorney; (iv) I have determined that it is in my best interest and the best interest of My Minor Child to enter into this agreement; (v) I have not been influenced to sign this agreement by any statement or representation by the Released Parties not contained herein; (vi) If any provision of this Agreement

Is deemed unenforceable or void, the remainder of this Agreement shall not be affected and will be fully enforceable, and (vii) I enter into this agreement knowingly and voluntarily.

Date: _____

Minor's Full Name: _____

Parent or Guardian's Full Name: _____

Parent or Guardian Signature: _____