

2010 PROFESSIONAL BULL RIDERS, INC. MEDIA CREDENTIAL AND PHOTOGRAPHER FORM

FAX REQUESTS FOR CREDENTIALS TO PBR HEADQUARTERS AT (719) 242-2855

ATTENTION: Katherine Sherrer (719) 218-9091

Name:					
Title:					
Media Affiliation:					
Address:					
City:		State:		Zip:	
Phone:		Cell Phone:			
E-Mail :		Fax Number:			

Names and Titles for credentials. Include production crew if possible.	
Name	Title

Event Requested:		
Specific Needs & Requests:		
When will coverage / interview be aired or published?		

The undersigned acknowledges and agrees that any photographs, video or other forms of media captured at the event for which credentials are being issued are to be used for news and editorial purposes only. Any sale of, or attempt to sell, commercially or otherwise, photographs, video or other forms of media captured at a Professional Bull Riders sanctioned event is expressly prohibited without the prior written consent of the Professional Bull Riders. Please contact PBR Media Services at (719) 242-2800 with respect to any commercial requests for the use of photographs, video or other media. By signing below, the undersigned also acknowledges and agrees to the Terms and Conditions for Media Credentials set forth on the reverse side of this form.

Signature:	Date:
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PROFESSIONAL BULL RIDERS, INC.
TERMS AND CONDITIONS FOR PHOTOGRAPHERS AND FOR
MEDIA CREDENTIALS

Each holder ("Holder") of a media credential ("Credential") issued by Professional Bull Riders, Inc. ("PBR") agrees to the following terms and conditions:

1. **Holder, for and on behalf of him/herself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, hereby unconditionally waives and releases forever any and all claims, demands or causes of action Holder may have against PBR and its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives, contractors and agents, arising from or relating in any way to Holder's attendance at and/or media coverage of the PBR event described on the front side of this form (the "Event"), including but not limited to claims for property damage, bodily injury or death. Holder hereby further discharges, holds harmless and unconditionally indemnifies PBR and its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives, contractors and agents from and against any and all liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature whatsoever, which arise out of or result from Holder's attendance at and media coverage of the Event. Holder, for and on behalf of himself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, covenants not sue or otherwise commence any action, suit or proceeding against PBR, its shareholders, directors, officers, employees, representatives, contractors and agents, for any liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature which are waived, released and/or discharged hereunder.**

2. For real and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and FOR NO ADDITIONAL COMPENSATION, HOLDER HEREBY GRANTS TO PBR, its duly authorized agents, licensees and assigns, the RIGHT TO PUBLICLY AND COMMERCIALY USE, display, publish, distribute, perform, transfer, license, reproduce, copy, alter, make derivatives of, translate, transmit and otherwise commercially exploit IN PERPETUITY Holder's name, image, signature, likeness, voice, photograph, persona, trade dress and other publicity rights, including pictures, photographs, films, images and sounds of Holder, that may be captured, recorded or memorialized at or in, or related to, the Event including before or after the Event, or in any related activities of PBR, its affiliates, sponsors, licensees or sublicensees, that are put on near the Event, such as pre- or after-parties, receptions, VIP matters, meetings and the like, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, any other audio and/or visual productions or works, and transmissions over the Internet). Holder acknowledges that PBR exclusively owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, print, publish, distribute, collect, capture or record, by any means process, medium or device, whether or not currently in existence, all images, sounds, activities, information and data, arising from or during, or related to, the Event, and that PBR shall be the sole and exclusive owner of all rights of every kind and nature in and to such works and in and to any other works, copyrightable or otherwise, created or derived from the images, sounds, information and data arising from or during, or related to, the Event. Holder agrees not to take any action, nor cause others to take any action, nor enter into any third party agreement, which would contravene, diminish, encroach or infringe upon the foregoing rights. Holder hereby waives all moral rights in connection with Holder's appearance or captured image, voice and so forth and hereby waives any right of inspection or approval of such appearance or the uses to which such appearance are put. Holder further waives all right to injunctive or equitable relief. The provisions of this paragraph, together with Holder's commitments and obligations under it, are binding on Holder and Holder's spouse, children, heirs, next of kin, legal representatives, successors and assigns, and will survive termination or expiration of this Credential.

3. Holder agrees that ALL photographs, film, videotape footage and other recordings taken or captured by or for Holder, including but not limited to ALL COPYRIGHTS and other intellectual property rights thereto IS THE EXCLUSIVE PROPERTY OF AND OWNED SOLELY BY PBR. Holder is hereby authorized to photograph, film or videotape only and must deliver all pictures, footage and recordings to PBR after the event and prior to release. ALL USE of any pictures, footage and recordings MUST BE APPROVED BY PBR PRIOR TO USE, display, publication or release, except that Holder may display such photographs, film or videotape solely in conjunction with non-commercial news reporting purposes pursuant to 17 U.S.C. § 107. FOR THE AVOIDANCE OF DOUBT, HOLDER SHALL NOT DISTRIBUTE AND OR SELL photographs, film, video footage, and or other recordings taken or captured by or for Holder TO THE

GENERAL PUBLIC including RIDERS, STOCK CONTRACTORS, and or family/relatives of the same, FOR ANY PURPOSE OR USE whether personal, commercial or otherwise WITHOUT THE EXPRESS WRITTEN CONSENT OF PBR.

4. Holder hereby expressly acknowledges and agrees that ALL RIGHTS GRANTED HEREIN SHALL BE APPLICABLE TO HOLDER'S MEDIA AFFILIATE, as detailed on the Media Credential Form hereto, ONLY. Holder shall be STRICTLY PROHIBITED from providing ANY photographs, film, videotape footage and other recordings taken or captured by or for Holder to any media affiliate, entity, organization and or person other than those Media Affiliates so detailed on said Form.

Holder acknowledges and agrees that Holder's Credential allows Holder access only to those areas at the Event venue and/or the official Event hotel that are designated by PBR as open to members of the media. Holder's Credential does not provide or allow access to Event contestant locker rooms, areas behind the bucking chutes, PBR sponsor hospitality rooms, or PBR-sponsored hospitality events for sponsors, contestants and other guests, unless Holder is escorted by an authorized PBR representative. At any time he/she is present at a PBR Event, Holder agrees to honor and comply with any directions, instructions and requests made by PBR.

5. Holder's Credential must be worn and displayed in a visible location at all times while covering the Event. Holder will be charged \$250.00 for issuance of a replacement for a lost Credential.

6. Holder must wear appropriate professional attire, in the sole discretion of PBR, at all times while covering the Event.

7. PBR reserves the right to immediately revoke Holder's Credential for the Event if Holder fails to comply with the terms and conditions set forth above.

Holder:

Signature

Date

Print Name

Company Name