
RECORDING RELEASE / PERFORMER AGREEMENT

I, the undersigned, grant The Regents of the University of California through its San Diego Campus (UC San Diego), of the benefit of UC San Diego's Department of Music, a royalty-free, fully paid, perpetual, irrevocable permission to record and/or edit recordings of my performance (described below) ("the Performance"):

Date:

Location:

This performance will be included as recorded content under the auspices of the UC San Diego Department of Music ("the Recording").

I further grant UC San Diego permission to broadcast, display, reproduce, exhibit and distribute the Recording and any excerpts from it, in any medium and in any form now known or hereinafter created.

This Agreement gives UC San Diego the full discretion and authority to edit, copy, distribute, and use the Recording including but not limited to incorporating it into a Department Compilation CD and allowing individual performers to use the Recording for personal use or as demo recording. Further, UC San Diego retains the right to use the material solely for archival purposes.

I make this grant of rights with the understanding that no compensation will be paid to me by UC San Diego for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by UC San Diego pursuant to this agreement are the exclusive property of UC San Diego and that I will obtain no rights in such materials.

I agree to indemnify UC San Diego against any and all claims arising out of the Performance, including but not limited to claims of copyright infringement and defamation. I understand that UC San Diego will not use the Recording in any type of profit-bearing activities; usage of the Recording for profit-bearing activities would be subject to additional agreements between myself, UC San Diego, and any other interested party. This agreement does not limit my ability to self-publish or otherwise publish the Performance that is the subject of this agreement. Copies of the Recording may be obtained from UC San Diego and I may reproduce such copies provided that the Recording is not used in connection with profit-bearing activities.

This Agreement supersedes all prior agreements pertaining to its subject matter and cannot be amended without the prior written agreement of an authorized representative of UC San Diego.

I certify that I have read this Agreement, fully understand its meaning and effect, and agree to be bound by it.

Signed: _____

Date: _____

Print Name: _____

Phone: _____

Address: _____

Email: _____

For UC San Diego's
Department of Music: _____