

AGREEMENT TO RECEIVE MEDIA CREDENTIALS

In consideration of the opportunity to attend The Art of Beer Invitational at McClellan Conference Center ("**Venue**") on January 27, 2017 ("**Event**") as a member of the media, the sufficiency of which is hereby acknowledged, I ("**Media Member**"), intending to be legally bound, hereby represent and warrant and/or acknowledge and agree to the following (the "**Agreement**"):

1. Media Member acknowledges and agrees that any media credential or pass ("**Media Credential**") Media Member receives from Entercom California, LLC d/b/a Entercom Sacramento ("**Entercom**") under the terms and conditions of this Agreement is a limited, non-exclusive, and non-transferable license to lawfully acquire information, take photographs, and/or make recordings (audio and/or video) at the Event, so long as such information, photographs, and/or recordings are only used for news coverage about, or other editorial uses in connection with, the Event. Media Credential is issued subject to, and at all times Media Member must abide by and comply with, the terms and conditions of this Agreement, all applicable Venue policies, and the instructions of any person acting on behalf of Entercom and/or Venue. Lost, stolen, or counterfeit Media Credential, or Media Credential sold to any third party, will be void and will not be honored. Failure to comply with the terms and conditions of this Agreement may result in the Media Member's admission to the Event being refused or withdrawn, or the Media Member may be ejected, in the sole and absolute discretion of Entercom and/or the Venue.
2. Entercom acknowledges and agrees that Media Member will retain ownership of the copyright in any photographs, and/or recordings (audio and/or video) that Media Member makes at the Event (the "**Works**"); provided, however, Media Member agrees to only publish the Works in/to the media outlet for which Media Member is credentialed. Media Member shall under no circumstances syndicate, including syndication to a third party photographic agency or image library, sell, or commercially exploit, the Works. Notwithstanding the foregoing, Media Member hereby grants to Entercom a perpetual, transferable, royalty-free license to use, publish, and publicly display the Works, via any medium, including without limitation on the Internet (e.g., *the Station website(s) and third party websites such as Facebook or Twitter, Instagram, or YouTube, and/or social media pages, and/or viral distribution through email or other means of sharing*), on cable, in print, and on TV, for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever, including without limitation to advertise, promote or publicize the Events, Entercom, and/or its radio stations, products and services or its sponsors, in any manner and by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Works in whole or in part, alone or in compilation with content provided by third parties, subject only to Entercom's attributing such Works to Media Member, and for any of which Media Member shall receive no payment of any additional compensation; and in so doing, Media Member respectively waives any potential claims against Station or any of its affiliates with respect to any such usage and/or editing in whole, or in part, alone or in compilation with content provided by third parties. Media Member further acknowledge and agree that Media Member will not utilize the Photos (or any part thereof) in any manner (except for use in Media Member's portfolio) without the express prior written approval of Entercom's Vice President/Market Manager, which approval may be withheld in his/her sole discretion.
3. Media Member hereby irrevocably grants to Entercom (i) permission to capture, photograph, broadcast (live or recorded) and/or make a recording (video and/or audio) of Media Member, Media Member's name, image, likeness, portrait, and/or recorded voice, and (ii) a perpetual, transferable, royalty-free license to reproduce, use, publish, publicly perform, publicly display, broadcast, transmit, and otherwise exploit for free, for a fee or for sale, via any medium, including, without limitation, terrestrial radio, satellite radio, television, the Internet (including, but not limited to, Entercom website(s), any third party websites such as Facebook or Twitter, Instagram, or YouTube, social media pages, and/or viral distribution through email or other means of sharing), for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing the Entercom, the Entercom's business(es), and/or the Event, including, without limitation, Event-related products and services or its sponsors, in any manner, by any means, whether now known or hereafter devised, in whole or in part, alone or in compilation with content provided by third parties, and for any of which Media Member shall receive no payment of any additional compensation. In so doing, Media Member respectively waives any potential claims against Entercom or any of its affiliates with respect to any such usage and/or editing in whole, or in part, alone or in compilation with content provided by third parties, and Media Member hereby consents to all such use, for any of which Media Member acknowledges and agrees shall be without any payment or any additional compensation.
4. Media Member acknowledges and agrees that Entercom is the exclusive owner of any and all Entercom and Event-related intellectual property rights, including, without limitation, its trademarks, copyrights, and other proprietary rights ("**Entercom Marks**"). The Media Credential authorizes the Media Member to use the Entercom Marks in its news coverage of the Event; provided, however, that the Media Member is not authorized to use any Entercom Marks in any non-news context or for commercial purposes without the express prior written approval of Entercom's Vice President/Market Manager, which approval may be withheld in his/her sole discretion. Media Member further acknowledges and agrees that Media Credential does not grant the Media Member rights to use any other third party trademarks, copyrights, or other proprietary rights. Approved Media Members are responsible for obtaining all necessary licenses, consents, and releases permitting the use of any third party's proprietary material including, without limitation, any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary or personal rights, included in any photograph taken or other material obtained in connection with the Media Credential or the Event.
5. Media Member represents and warrants that Media Member has the full right and power to enter into and perform this Agreement, and Entercom will not be required to make any payments or obtain any permission or consent from any party (including Media Member) for the use of the Works. Media Member hereby agrees to indemnify and hold harmless Entercom, its parents, subsidiaries and affiliates and their respective officers, directors, members, employees and agents from any loss, claim, cause of action, proceeding, damages, cost, or expense, including but not limited to attorney's fees, whatsoever resulting from or relating to the breach of any representation, warranty, covenant and/or agreement made herein. The obligations in this paragraph shall survive the expiration or earlier termination of this Agreement.
6. MEDIA MEMBER VOLUNTARILY ACCEPTS AND ASSUMES ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH AND/OR INCIDENTAL TO ATTENDING EVENT AND PARTICIPATING IN ANY OF THE EVENT-RELATED ATTRACTIONS AND/OR EVENT-RELATED ACTIVITIES, WHETHER AT THE VENUE AND/OR AT SURROUNDING PROPERTIES, WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, AND WHETHER THE ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF PROMOTER, VENUE, THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF PROMOTER AND/OR VENUE, AND/OR ANY THIRD PARTY. MEDIA MEMBER, AND MEDIA MEMBER ON BEHALF OF MEDIA MEMBER'S SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE(S) AND ESTATE, FOREVER RELEASES, INDEMNIFIES AND DISCHARGES ENTERCOM CALIFORNIA, LLC, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "RELEASED PARTIES") FROM ANY AND ALL HARMS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND/OR RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, WHETHER THE ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF PROMOTER, VENUE, THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF PROMOTER AND/OR VENUE, AND/OR ANY THIRD PARTY, THAT MAY ARISE DIRECTLY OR INDIRECTLY, ARE INCIDENTAL TO, AND/OR RESULT FROM ATTENDING THE EVENT AND/OR PARTICIPATING IN ANY EVENT-RELATED ACTIVITIES, INCLUDING, WITHOUT LIMITATION, LOST, STOLEN OR DAMAGED PROPERTY, AND DEATH, PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR HARM TO MEDIA MEMBER AND/OR TO ANY THIRD PARTIES. MEDIA MEMBER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO MEDIA MEMBER, TO MEDIA MEMBER'S SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS,

PERSONAL REPRESENTATIVE(S) AND ESTATE, OR TO ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, OR LOSS OF USE DAMAGES.

7. In the event that Media Member files a lawsuit against the Released Parties, Media Member agrees to do so solely in the State of California, and Media Member further agrees that the substantive law of California shall apply in any such action without regard to its conflict of law rules. Should the Released Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Media Member agrees to indemnify and hold them harmless for all such fees and costs.
8. Media Member acknowledges and agrees that Media Member has read these terms and conditions, and understand the contents. Media Member acknowledges and understands that by accepting these terms and conditions Media Member is waiving certain legal rights and voluntarily seeks to do so. Media Member affirms, represents and warrants that Media Member is at least eighteen (18) years of age. Media Member agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Media Member's agreement to these terms and conditions is voluntary, and Media Member intends for the Entercom to rely on your agreement.