

Raga Jam

Performance and Recording Agreement

The Raga Jam participant/parent/legal guardian (referred as "the Participant") hereby agrees to the following terms and conditions pertaining to the content produced during the Raga Jam program.

All rehearsals and recordings at Raga Jam are produced, directed and otherwise controlled by IndianRaga or its third party contractors. IndianRaga may combine or create extracts from Recordings without restriction. The Participant shall cooperate with IndianRaga's personnel, shall not interfere with the conduct of IndianRaga's business or the Raga Jam Program and shall observe all rules, regulations and security requirements of IndianRaga concerning the safety of persons and property.

The Registration Fee paid by the participant is non-refundable under any and all circumstances. The Participant needs to show commitment through the duration of the Lab and participate in team meetings and rehearsals regularly, failing which IndianRaga reserves the right to reduce his/her content or even remove with no refund.

The Participant will not otherwise be compensated for his or her involvement in the Raga Jam Program nor for any travel, lodging or other costs. Participant will pay IndianRaga a program fee to cover a portion of the training, audio and video production, and other costs associated with the program.

In the event that IndianRaga receives revenue from licenses and/or sale of rights in or to the Participant Content, IndianRaga will keep all revenues and is under no obligation to pay any fee or royalty to the Participant. IndianRaga is under no obligation to charge fees for its licenses or sale of Performances or Recordings.

The Participant agrees and acknowledges that the Participant is not an employee of IndianRaga and shall not be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments, made available to employees of IndianRaga.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL INDIANRAGA, ITS LICENSORS OR SUBCONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE INDIANRAGA RAGA JAM PROGRAM OR ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT INDIANRAGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Participant agrees and acknowledges that IndianRaga shall be the sole and exclusive owner of all Recordings and Performances. The Participant hereby irrevocably consents to IndianRaga producing Performances and creating audio and visual Recordings of the Participant. The Participant hereby grants to IndianRaga the perpetual, irrevocable, transferable, sublicensable, royalty-free right to film, tape and/or photograph, record in the production/recording area, exhibit, edit and otherwise use Participant's appearance, name, voice, singing voice, conversation and sounds to exploit such Performances and to use all such Recordings, and any portions thereof, which can be used and distributed presently and in the future with no time

limitation for any purpose, including but not limited to use in website content, print collateral, videos, audio recordings and demonstrations. The Participant further agrees and acknowledges that IndianRaga may use and disclose the Participant's name publicly in association with the Performances and Recordings.

The Participant retains ownership of the Participant Content. The Participant hereby grants to IndianRaga a perpetual, irrevocable, royalty-free, worldwide, sublicensable, transferable license to copy, use and modify the Participant Content for the purpose of promoting the Raga Jam Program, similar programs in the future, and the Performances and Recordings.

The Participant hereby releases IndianRaga, its successors, assignees and licensees from any claim of any kind or nature whatsoever arising from the use of the IndianRaga Raga Jam Program, Performances and Recordings, including without limitation those based upon defamation, invasion of privacy, right of privacy or publicity, copyright or any other personal and/or property rights in connection with the Recordings, and agree that the Participant shall not now or in the future assert or maintain any such claim against IndianRaga, its successors, assignees and/or licensees. The Participant also waives any right to inspect or approve the finished project that includes a Performance or Recording.

The Participant understands and agrees that IndianRaga is conducting the IndianRaga Raga Jam Program and other activities described herein in express reliance upon the foregoing grants and releases, and the Participant represents and agrees that the Participant is free to grant the rights and releases specified hereunder.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both IndianRaga and the Participant.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its principles of conflicts of law.

If the Participant is under the age of 18, the confirmation of a parent or legal guardian of Participant is required. By agreeing to this document, the parent/legal guardian represents and warrants that such individual is the parent or legal guardian of Participant and, on behalf of Participant, hereby agrees to the terms and conditions of this Agreement applicable to Participant.