

By checking the "I Agree" box, in connection with the biographical information, image and/or video that I am submitting (the "**Content**") to **Entercom Texas, LLC d/b/a KAMX, KKMJ, KKMJ F3** (collectively, the "**Station**"), I ("**I**", or "**Submitter**") I represent and warrant and/or acknowledge and agree as follows (the "**Agreement**"):

1. I represent and warrant that I am at least eighteen (18) years old, or to the extent that a minor is portrayed in the Content that I am such minor's parent or legal guardian and at least eighteen (18) years old, and that if I am agreeing to the terms and conditions of this Agreement on behalf of a minor, I further represent and warrant that I have the legal authority to so agree on such individual's behalf, and I acknowledge and agree that the terms of this Agreement shall apply equally to me and to all those on whose behalf I have the authority to represent.
2. I acknowledge and agree that if the Content is selected for use by Entercom, Entercom may use my full name, biographical information, and my brief description of the Content which I agree shall include the name of the school(s) from which the senior is graduating, for the purpose of identifying, promoting and/or generating publicity for the usage, for which I further acknowledge and agree that I shall not be entitled to any payment or any compensation.
3. I hereby irrevocably grant to Station, a perpetual, transferable, royalty-free license to use, publish, publicly perform, publicly display, broadcast, transmit, and exploit, the Content to the maximum extent permitted by applicable law and subject to the rights of the student and school depicted in the Content, for free, for a fee or for sale, via any medium, including without limitation, terrestrial radio, satellite radio, cable, print, TV and the Internet (*i.e.*, *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*), for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever (*including but not limited to advertising, promoting or publicizing Station, and/or its radio stations, products and services or its sponsors*), in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Content in whole or in part, alone or in compilation with content provided by third parties, and for any of which I shall receive no payment of any compensation; and in so doing, I respectively waive 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.
4. I hereby represent and warrant to Station that the Content does not: (i) contain or convey any offensive or objectionable material, including without limitation material that would be considered indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, hateful, or racially or ethnically disparaging; (ii) encourage unlawful behavior; (iii) infringe upon the brand names, trade-marks, trade names, logos, or any other intellectual property that may belong to any third party; (iv) will not result in a breach of, and does not otherwise violate, any agreement or understanding with another party (including without limitation former or current employers of Submitter); or (v) disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party. I further acknowledge and agree that the Station may, but shall not be obligated to, edit and/or pixilate/cover any material(s) in the Content that Station determines in its sole discretion, subjective or otherwise to be in violation of this Agreement, which determination by Station of such matter is final and may not be appealed, and Station is not obligated to treat all Content identically.
5. I agree and acknowledge that Station may elect to use Content for entertainment purposes on-air and/or online, and may choose to comment on, mock, poke fun at, and/or mimic any Content submitted.
6. I hereby release and discharge Station its parents, subsidiaries, and affiliated companies, and their respective officers, directors, members, managers, employees, agents and representatives as well as each of its sponsors and/or producers (and their respective officers, directors, members, managers, employees, agents and representatives) (collectively the "Releasees") from any and all claims, manner of actions, causes of action, suits, debts, accounts, contracts, agreements, controversies, judgments, damages, liabilities and demands of any nature for compensation, damages, or injury, including but not limited to claims for libel, false light, invasion of privacy, or other infringements of personal, property or proprietary rights of any nature, foreseen or unforeseen, (i) associated with or arising out of the commercial or other uses of these Content regardless of the nature of such use; and (ii) which Submitter ever had, now has, or hereafter can, shall or may have against Releasees, in connection with, or by reason of a result of, the submission.
7. I hereby agree to indemnify and hold harmless Entercom, and its affiliates, parent companies, subsidiaries, officers, shareholders, directors, members, managers, employees, agents, representatives, successors, and assigns (collectively "Entercom Entities") against any and all loss, liability, claims, damages and other expenses, including reasonable attorney's fees, arising from: (a) Entercom's use of the Content under this Agreement; (b) any act or omission by Submitter; and (c) any breach of Submitter's representations and warranties in this Agreement.
8. Except to the extent contained in the Content, Entercom will not disclose any other personally identifiable information to the public, unless it is necessary to: (i) conform to regulatory and legal requirements or comply with the legal process; (ii) protect the safety and security of its users, employees, or property; (iii) to defend the rights of the Entercom Entities; or (iv) enforce this Agreement.
9. I have read this Agreement and fully understand its contents. I intend for the Station to rely upon the representations, warranties, affirmations, acknowledgements, and covenants which I have made to the Station herein.