



PROJECT WILD 2018
PARTICIPATION AGREEMENT

This AGREEMENT made and entered into as of the _____ day of _____, 2018 (the "Agreement")
 _____ [insert Artist performing name], born
 _____ (MM/DD/YYYY), a resident of the City of _____
 [insert city name], Alberta and having a residence at

_____ [insert artist address] including the
 following members, [insert all artist member names]:

- | | | |
|----------|------|--------------|
| 1. _____ | Born | (MM/DD/YYYY) |
| 2. _____ | Born | (MM/DD/YYYY) |
| 3. _____ | Born | (MM/DD/YYYY) |
| 4. _____ | Born | (MM/DD/YYYY) |
| 5. _____ | Born | (MM/DD/YYYY) |

(collectively and individually the "Artist"); and

OF THE FIRST PART

WILD 953 owned and operated by **Jim Pattison Broadcasting Group Limited**
 – 535 7th Avenue SW Calgary AB T2P 0Y4;

("WILD 953"); and

OF THE SECOND PART

Alberta Music Industry Association a non-profit society incorporated under the laws of the
 Province of Alberta and having an office at NMC Building (2nd Floor) 134 11th Ave SE. Calgary, AB
 T2G 0X8;

("Alberta Music")

OF THE THIRD PART

WHEREAS the Artist desires to participate in Project WILD ("Project WILD"), a program developed
 through WILD 953's Canadian Content Development fund obligations to the CRTC and administered
 by Alberta Music.

AND WHEREAS WILD 953 and Alberta Music desire that the Artist participates in Project WILD.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein the parties agree as follows:

1. Artist agrees to the rules, terms and conditions set out in the Project WILD Project WILD Guidelines set out in Schedule "A" to this Agreement (the "Guidelines").
2. WILD 953 and Alberta Music agree that all copyrights in and to the sound recordings recorded under Project WILD shall be the exclusive property of the Artist throughout the world in perpetuity, however Artist agrees to execute the Mechanical and Master Use License Waiver Agreement as set out in Schedule "B" to this Agreement for selected recordings delivered for application to Project WILD, and all songs written and recorded under Project WILD program.
3. Artist agrees that any release of recordings financed under Project WILD shall contain **WILD 953 and Alberta Music pre-approved logos** and the following acknowledgement on the tray card of any Compact Discs, DVD or other physical devices and on the information provided under any digital download release:

"We acknowledge the generous financial support of WILD 953 in the creation of these recordings through Project WILD as administered by Alberta Music"
4. Artist acknowledges and agrees that Alberta Music is the administrator of Project WILD and shall not be held liable for any payment of funds owing to the Artist that are not in Alberta Music's possession.
5. Artist agrees that WILD 953 and Alberta Music may use Artist's approved name and likeness in all media in promoting Project WILD and on all of the WILD 953 website and radio station promotions at no cost to WILD 953 or Alberta Music. Artist grants WILD 953 and Alberta Music the right to take digital pictures and to make audio and audio-visual recordings of all segments of Project WILD including the name, voice, musical and vocal performances, appearance, visage and likeness of the Artist (the "Production") and further grants WILD 953 and Alberta Music to release the Production to the public by streaming over the internet, broadcasting on the radio and internet radio, posting to various third party website such as Facebook, broadcasting on television and otherwise posting, streaming, broadcasting in all media throughout the world and in perpetuity at no cost or fee to WILD 953 and Alberta Music.
6. Artist agrees that Artist shall perform for all required artist showcases and acknowledges that compensation for such showcasing shall be solely in the promotion provided by WILD 953 and Alberta Music as part of Project WILD or as otherwise set out in the Guidelines. Showcasing shall include but not be limited to performances at the Orientation, The Project WILD Boot Camp, the Showcase section of Project WILD and the final Project WILD concert as described in the Guidelines. **Artist agrees to appear for at least one additional Project WILD performance at no cost to WILD 953 or Alberta Music.**
7. Parties agree that Project WILD is subject to all Canadian provincial, federal and municipal laws and regulations.
8. No purchase of any product is required for Artist to enter into Project WILD.
9. Artist hereby releases WILD 953 and Alberta Music and their respective advertising and promotional agencies, Project WILD judges, Project WILD committee and where applicable their respective directors, officers, owners, partners, employees, volunteers, agents, representatives, successors and assigns from any and all liability in connection with the operation of Project WILD and the Artist's participation in Project WILD, including all actions, causes of action, damages, claims and demands whatsoever and not so as to restrict the generality of the foregoing including claims for breach of contract and damages, loss and injury not now known or anticipated but which may arise in the future and all effects and consequences thereof.
10. Artist agrees that WILD 953 and Alberta Music may remove the Artist from Project WILD at any time should WILD 953 or Alberta Music in their sole discretion determine that the Artist is in contravention of the Guidelines.

11. **Governing Law.** This Agreement shall be construed under the laws of the Province of Alberta applicable to contracts performed wholly therein. All parties agree that service of process may be made by registered or certified mail or by private courier, return receipt requested, addressed to the parties as set out below.
12. **Notices.** All notices hereunder required to be given to the parties shall be sent to those addresses first written above. In the case of disruption of postal service, all notices shall be delivered by private courier.
13. **Headings.** The Headings and marginal notes hereto are for the purpose of convenience only and shall not be at any time deemed or construed or allowed to affect the construction or interpretation of this Agreement and in no way shall define, limit or describe the scope or intent of this Agreement.
14. **Severability.** If any clause, sentence, paragraph or part of this agreement or application thereof to any person shall for any reason be judged by a court of competent jurisdiction to be invalid, such a judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, but such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly dealt with in the litigation.
15. **Entire Agreement.** This writing sets forth the entire Agreement between the parties with respect to the subject matter contained herein and cancels and supersedes any prior understandings and agreements between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or agreements, express, implies or statutory, between the parties hereto other than expressly set forth in this Agreement.
16. **Capacity:** The members of the Artist agree that they have full legal capacity to enter into this Agreement being eighteen (18) years of age.
17. **No Modifications.** No modifications, amendment, waiver, termination or discharge of this Agreement shall be binding upon the parties unless confirmed by written instrument signed by all parties. No waiver of any provision or of any default under this Agreement shall be binding unless made in writing and signed by the party purporting to give same. Unless otherwise provided for in the written waiver, such waiver shall not thereafter affect any other rights of the party waiving such right.
18. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties, their successors, permitted assigns, executors, administrators, representatives, and heirs.
19. **Included Terms.** The singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and, where applicable to a corporation.
20. **References to Whole Agreement.** Unless otherwise stated, the words "herein", "hereof", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular section, subsection or other subdivision or schedule.
21. **Independent Legal Advice.** The parties agree that they have sought independent legal advice as regards to this contract and its contents or have waived the right to receive the same.
22. **Assignment.** No party may assign this agreement without the prior written consent of the other parties, such consent not to be unreasonable withheld.



PROJECT WILD

PARTICIPATION AGREEMENT

This agreement dated the _____ day of _____, 2018, is a firm and binding agreement.

Acknowledged and Agreed:

Jim Pattison Broadcasting Group Limited Partnership

Per:

Alberta Music Industry Association

Per:

Artist

Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

If additional members, please have all members sign:

1. Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

2. Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

3. Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

4. Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

5. Signed, Sealed and Delivered in the presence of:

Witness Name

[Artist Signature]

Witness Address

[Print Artist Name]

