



## User Generated Content - Consent and Release Agreement

I (as the “**Submitter**”) am making a submission of material / content (the “**Material**”) to and for the benefit of Entercom Seattle, LLC (“**Entercom**”) pursuant to this agreement (this “**Agreement**”). Intending to be legally bound, in consideration of the potential publicity and promotional value to Submitter of Entercom’s possible use or other further dissemination of the Material, and to induce Entercom to possibly use the Material, Submitter is providing the Material to Entercom pursuant to the following terms and conditions:

1. Submitter hereby irrevocably grants to Entercom a non-exclusive, perpetual, transferable, royalty-free license to publicly perform, publicly display, broadcast, transmit, manufacture, and distribute the Material, for free, for a fee or for sale, via any medium (including without limitation terrestrial radio, satellite radio, the Internet), in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Material in whole or in part, alone or in compilation with content provided by third parties. Submitter waives any potential claims against Entercom or any of its affiliates with respect to any such usage and/or editing of the Material.

2. Submitter represents, warrants and covenants the following:

a. Submitter is at least eighteen (18) years of age.

b. The submission of the Material, entering into this Agreement and Entercom’s use of the Material in accordance with the terms of this Agreement, (i) does not violate the rights of any third party; and (ii) 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 any policies and procedures that govern Submitter.

c. Either: (i) the Material is Submitter’s own creation and Submitter owns all rights in and to the Material; or (ii) Submitter has obtained all necessary rights to submit the Material to Entercom and to enter into this Agreement.

d. The Material is not obscene, indecent, does not defame, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity.

e. The Material does not violate any law, rule, or regulation of any governmental entity.

f. The Material is not subject to any obligation of confidentiality.

g. Submitter has not accepted or agreed to accept, or paid or agreed to pay, any money, service or other valuable consideration for the inclusion of any matter in the Material.

3. Submitter will 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 attorneys fees, arising from: (a) Entercom’s use of the Material under this Agreement; (b) any act or omission by Submitter; and (c) any breach of Submitter’s representations and warranties in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, without application of conflict of laws principles. Submitter agrees that all disputes arising under this Agreement will be litigated and adjudicated exclusively in State and/or Federal Court located in the State of Washington, United States of America.

4. Submitter understands and agrees that in the exercise of the rights granted to Entercom in this Agreement, Entercom or its designees may, at their election, at any time and from time to time, exploit and turn to account any and all rights granted to Entercom hereunder, and the Material provided by Submitter, in any manner and by any means, whether now known or hereafter devised, including without limitation, by way of streaming, webcasting, podcasting, radio broadcasting or otherwise.

5. Submitter understands that submission of the Material to Entercom does not obligate Entercom to use the Material.

6. Submitter agrees that if Material is selected for use by Entercom, Entercom may use Submitter’s full name, title of the Material, and city and state of residence and/or operation for the purpose of identifying, promoting and/or generating publicity for the usage. Except to the extent contained in the Material, 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.

7. For purposes of this Agreement, “Material” shall include all elements of the submission, including any music or other copyrighted elements that may be contained therein.