



GENERAL MEDIA GUIDELINES AND REGULATIONS

Each holder (“Holder”) of a Credential (“Credential”) issued by The International Professional Rodeo Association [“IPRA”) agrees to the following terms and conditions: Exclusive Media Rights. IPRA owns and retains exclusive “media rights” (i.e., any rights in television broadcast, cable, audio, internet, or any other means of exploitation, now known or hereafter devised) to all “content” (i.e., any account, description, picture, photograph, video, audio, reproduction, recordings or other tangible expressions of the Event, now known or hereafter devised) to each Event. Each Credential confers on Holder a limited, non-exclusive and non-transferable license to lawfully acquire certain content so long as such content is only used for news and editorial coverage about the Event (“News Coverage”). Any commercial use or other use of concerning the Events other than for News Coverage is subject to IPRA’s prior written approval. Holder hereby expressly acknowledges and agrees that all rights granted herein shall be applicable to Holder’s media affiliate, as detailed on this Credential form hereto, only. Holder shall be strictly prohibited from providing any content taken or captured by or for Holder to any other media affiliate, entity, organization and/or person. Right to Purchase. In exchange for the access granted by the Credential, IPRA shall have the right to purchase from Holder a non-exclusive, royalty-free, perpetual, worldwide, license to use or reproduce, any published content, in any medium, including, without limitation, pictures, photographs, video, or audio taken by the Holder in connection with the Credential or the Event. IPRA will have the right to purchase any of such content at the best financial terms offered to third parties. Live Streaming Prohibited. Live or real-time coverage including, without limitation, streaming video, digital images, real-time audio, or other recording or description of the Event, in a manner designed to compete with IPRA’s authorized live or real-time coverage of the Event (as determined by IPRA in its sole discretion), is strictly prohibited. This limitation shall not apply to internal, non-public transmissions between Holder and his/her respective principals, agents, or employees. Proprietary Rights. IPRA is the exclusive owner of any and all of its intellectual property rights, including, without limitation, its trademarks, copyrights, and other proprietary rights. The Credential authorizes the Holder to use Event-related trademarks in its News Coverage of the Event and IPRA, provided, however, that the Holder is not authorized to use any Event-related trademarks in non-News Coverage or for commercial purposes, unless a separate written license is obtained from and signed by an authorized representative of IPRA. The Credential does not grant the Holder rights to use any other third party trademarks. Holder is 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 content



obtained in connection with the Credential or the Event. License to Publicity Rights of Holder. For real and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Holder hereby grants to IPRA, its parent, and its and their duly authorized agents, licensees and assigns, the right to publicly and commercially use, display, distribute, perform, transfer, license, reproduce, make derivatives of, and otherwise commercially exploit in perpetuity Holder's name, likeness and other publicity rights that may be captured, recorded or memorialized at or in, or related to, the Event including before or after the Event, or in any related activities of IPRA, its affiliates, sponsors, licensees or sublicensees, that are put on near the Event, such as pre- or after-parties, receptions, VIP matters, meetings and the like, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, any other audio and/or visual productions or works, and transmissions over the Internet). Assumption of Risk and Release. Holder assumes all risk and danger incidental to the performance by the Holder of his or her services; to the sport of rodeo, as well as any risk or danger reasonably foreseeable while on or around the Event venue and on behalf of him/herself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, hereby unconditionally waives and releases forever IPRA, its parent company, and its and their subsidiaries, affiliates, shareholders, directors, officers, employees, representatives, contractors and agents (individually and collectively, the "Released Parties") from, and covenants not to sue or otherwise commence any action, suit or proceeding against the Released Parties for, any and all liabilities resulting from injuries or personal property loss occurring before, during, or after the Event including but not limited to claims for property damage, bodily injury or death. Release & Indemnification. Holder agrees to indemnify, defend, and hold the Released Parties harmless from and against any and all claims, actions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of suit/ arbitration) against third party claims arising out of or in connection with (a) Holder's use of any information taken or obtained at the Event in connection with the Credential, including, without limitation, any claim that use of such information infringes any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary rights; (b) Holder's acts or omissions, or alleged acts or omissions, as well as Holder's attendance at and media coverage of the Event; and (c) Holder's breach of any of these Terms and Conditions. With respect to any claim that might give rise to liability of the Holder as an indemnitor hereunder, IPRA shall have the right to fully participate in the litigation of such claim with counsel selected by Holder and approved by IPRA, at the Holder's sole expense; and not be obligated to participate in any settlement of such claim. Access. Holder must be and hereby represents that he or she is acting on a specific assignment for an accredited media agency and has a legitimate working function in conjunction with the Event attended. Holder acknowledges and agrees that Holder's Credential allows Holder access only to those areas at the Event venue and/or the official Event hotel that



are designated by IPRA as open to members of the media. Holder's Credential does not provide or allow access to Event contestant locker rooms, areas behind the bucking chutes, IPRA sponsor hospitality rooms, or IPRA-sponsored hospitality events for sponsors, contestants and other guests, unless Holder is escorted by an authorized IPRA representative. At any time he/she is present at a IPRA Event, Holder agrees to honor and comply with any policies in place for the Event, as well as access limitations, directions, instructions and requests made by IPRA and its designated agents. IPRA Property. Holder's credential is the exclusive property of IPRA. Holder's Credential must be worn and displayed in a visible location at all times while covering the Event. Holder will be charged One Hundred Fifty (\$150) for issuance of a replacement for a lost Credential. Failure to timely report a lost or stolen credential may result in suspension or revocation of credential rights. Non-Transferable. Any credential issued to Holder hereunder is personal to Holder and creates no economic or other legally recognized interest in the Holder, and Holder shall not sell, assign, lend, transfer or give it to any other person or entity. Any attempt to sell, assign, transfer, lend, or permit any other person or entity to use it shall result in a fine imposed by IPRA of not less than Five Hundred Dollars (\$500) and suspension or revocation of the credential and/or credential rights. In addition, Holder hereby agrees to indemnify and defend IPRA and all related parties for any damages or injuries arising in connection with such unauthorized sale, assignment, transfer, lending or use. Event Policies. Holder must wear appropriate professional attire, in the sole discretion of IPRA, at all times while covering the Event. Right to Revoke. IPRA reserves the right to immediately revoke Holder's Credential for the Event if Holder fails to comply with the terms and conditions set forth above or otherwise as determined by IPRA in its sole discretion. The unauthorized use of this credential subjects the Holder to ejection from the facility and possible prosecution for criminal trespass, without limiting any other rights and remedies at law or in equity. Governing Law and Dispute Resolution. Holder acknowledges and agrees that any dispute or claim/s Holder may have arising out of, relating to or in connection with these Terms and Conditions, the Credential, Holder's coverage of the Event, or any other aspect of Holder's relationship with IPRA: (a) shall be governed by Colorado substantive law (without regard to its "conflict of law" rules) and (b) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute, administered by the American Arbitration Association ("AAA") in accordance with applicable Arbitration Rules as interpreted and governed by the Colorado Arbitration Code. AAA arbitrator(s) knowledgeable in the field and in commercial matters, acceptable to both the Holder and IPRA, shall conduct the arbitration. Holder agrees that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Denver, Colorado. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason, unenforceable, then that provision



shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.