



PRCA Properties, Inc.

(Date)

THE PROFESSIONAL RODEO COWBOYS ASSOCIATION ("PRCA") AND PRCA PROPERTIES, INC. ("PROPERTIES") HAVE AGREED IN PRINCIPLE TO GRANT

(print name) ("LICENSEE")

CERTAIN LIMITED USAGE RIGHTS AS DEFINED BELOW. IN CONSIDERATION FOR THAT GRANT OF LIMITED RIGHTS, THE UNDERSIGNED AGREE TO THE FOLLOWING GUIDELINES AND RESTRICTIONS:

Licensee is hereby granted, subject to its execution of this Agreement, the limited right to photograph this PRCA-sanctioned event to obtain images for use in the following manner: Right to use photographs/images for the sole purpose of media news story.

Said photographs may not be used, sold or reused in any other manner including, but not limited to, broadcast or streaming in any format (to include any websites) or for any other purpose without the prior written consent of PRCA.

NOTICES: All notices, request, or offers required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

If to the PRCA Parties: PRCA Properties, Inc.
 Attn: Brian Gauck
 101 Pro Rodeo Drive
 Colorado Springs, CO 80919

Licensees understands and agrees that the limited license granted hereunder does not include the right to use the names, likenesses or footage of any individuals or anyone else that may appear in the footage. PRCA Bylaw B1.2.3 grants PRCA and its designees the right to use the name, voice, likeness, biography and photograph of any person participating in the Rodeo as long as that footage/image is used "in connection with the advertisement and promotion of a PRCA-sanctioned event or the sport of rodeo." PRCA's authority to grant this license comes from the Articles of Incorporation, Bylaws and Rules, section B15.8 (Television and Media Rules).

Licensee understands and agrees that it shall be their sole responsibility to obtain appropriate releases and waivers as may be necessary from any individual who appears in the footage, such as cowboys, audience members, etc. Licensee further understands and agrees to defend, indemnify and hold harmless PRCA, Properties and their respective directors, officers, employees and agents from and against any claim (including reasonable attorneys fees and related disbursements) arising from or related in any way to Licensees recording or use of the footage, including without limitation claims for improper use of an individual's name, likeness, etc.

LICENSEE UNDERSTANDS AND AGREES THAT PHOTOGRAPHS WILL IN NO WAY CAST A NEGATIVE LIGHT ON PROFESSIONAL RODEO, ITS MEMBERS OR ITS EVENTS.

Licensee further understands and agrees that the photographs cannot appear in any way in any commercial, program and/or in any other manner in whole or in part without the express written authorization of the PRCA, which consent may be withheld for any reason.

Each of the parties represents and warrants to the other that (i) it has the authority to enter into this agreement; (ii) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder; (iii) the individual executing this agreement on its behalf has the authority to do so; and (iv) the obligations created by this agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms.

ACCEPTED AND AGREED:

By: _____
Signature Date

(Printed Name) Media Entity

(Address) (City) (State) (Zip)

By: _____
Rodeo Committee Member/Media Coordinator

By: _____
Brian Q. Gauck Date
Photography Coordinator
PRCA Properties, Inc.