

## **Musical Performance Contest Entry Form, Waiver, Release, and License Agreement**

Now on this \_\_\_\_\_ day of January, 2025, \_\_\_\_\_ (insert your name “**Performer**”) and Nashville Speedway, USA, Inc. d/b/a Nashville Superspeedway (“**NSS**”) enter into this Musical Performance Contest Entry Form, Waiver, Release, and License Agreement (“**Agreement**”). Performer and NSS may individually be known as “Party” or collectively as “Parties.” Performer represents that the information provided in this Agreement is accurate, complete, and agrees to be bound by all terms, conditions, and obligations provided in this Agreement.

As provided on the NSS website, along with other performers, Performer is completing this Agreement to perform a song or musical performance (“**Act**”) and send a video recording of the Act (“**Act Video**”) to NSS. All persons appearing in the Act Video must execute this Agreement which is received by NSS, otherwise NSS will not review or otherwise use the Act Video, nor will NSS accept Performers submission into the Contest (later defined). **Performer agrees the Act and Act Video is an original work of art and composition that is composed solely by Performer who exclusively owns all rights, title, claims, interests, copyrights, and no other person has any copyrightable rights, ownership, or interests to the Act and Act Video including its lyrics or composition, and the Act does not infringe upon the rights of another.** Upon submission of the Act Video and the Agreement, NSS will select a group of entering performers within their discretion to perform publicly and ultimately as part of a motorsports race (“**Event Performance**”) at NSS as provided on the NSS website (all collectively “**Contest**”).

The Parties agree that NSS and NSS affiliates and assigns, may transmit, display, advertise, market, and promote the Performer, Act, Act Video, my name, my image, my likeness including photos and videos in any medium within its discretion including but not limited to: on the NSS and NSS Affiliates websites and social channels, print, radio, internet, and all other mediums selected by NSS and its affiliates and assigns (including all Authorized Parties later defined) to promote the Contest, Event Performance, or for any other reason in perpetuity. NSS has disclosed to Performer that it may show the Act Video, photos of performer, and publicly play the Act and Act Video in any medium in perpetuity.

### **A. Information:**

The name/title of the Act: \_\_\_\_\_.

The full and complete name of the Performer is: \_\_\_\_\_.

Performer Cell Phone No.: \_\_\_\_\_.

Performer E-mail: \_\_\_\_\_.

Performer Address: \_\_\_\_\_.

If Performer is not a solo musician or the musical performance (“Act”) includes other performers, musicians, or entertainers, below is a complete list of performers:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name of Band/Group Name: \_\_\_\_\_

\*\*\*Each person (a “Performer”) must each sign the completed Agreement and deliver to NSS\*\*\*  
\*\*\*No Person will be allowed to participate in the Contest, Act, or Event Performance Until  
NSS Receives this Completed Agreement\*\*\*

**B. Release, Waiver, and Indemnification:**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned, grant to NSS (includes all NSS Affiliated Race Tracks), Speedway Motorsports, LLC, Speedway GLOBE, LLC (“**GLOBE**”), NASCAR, NASCAR Event Media, Dover Motorsports, LLC, Dover Motor Speedway, LLC, Speedway Children’s Charities, SODEXO, and each parent, subsidiaries, affiliates, and all of their agents, licensees and successors (collectively the “**Authorized Parties**”), the worldwide license, perpetual right, and release to use and sublicense to affiliates of the Authorized Parties my name, voice, image and likeness, including without limitation any nicknames, social media and other online names, IDs and “handles” (collectively, “fictitious names”) and any other rights of publicity, personality rights, or trademarks comprised in whole or in part of my name, one of my fictitious names, voice, image or likeness (my “**NIL Rights**”) in any textual, graphic, photographic, audio, video, audio-video and other content or material created as part of or related to my entrance into the contest, Event Performance, and participation in any performance related to this contest or during my attendance at the Event Performance (the “**Works**”), including without limitation the rights to reproduce, distribute, create derivative works based upon, publicly display, and publicly perform such Works. This license specifically includes the right to create derivative works based on the NIL and the Works, and to reproduce, distribute, publicly display, and publicly perform such derivative works to advertise and promote subsequent entertainment events and other products and services of the Authorized Parties. I waive the right to inspect or approve any use of my NIL and related rights as contemplated in this Agreement.

I hereby give my permission for the use in perpetuity of my NIL Rights in connection with the Works in any and all manner and media throughout the world, agree that my appearance in the Works may be edited in Authorized Parties sole discretion, and release Authorized Parties and its associated and affiliated companies, assignees, and licensees, and all of their directors, officers, agents, and employees, from all claims of any kind (including without limitation claims of infringement or misappropriation of any personality rights, invasion of privacy, defamation or any other cause of action) arising out of production, distribution, broadcast or exhibition of the Works, or compensation of any kind based on the permission granted hereunder.

By participating in this Contest, Performer agrees to release from all liability the named Authorized Parties, Nashville Speedway, USA, Inc. d/b/a Nashville Superspeedway (“NSS”), Speedway Motorsports, LLC, Speedway GLOBE, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings, II, LLC, NASCAR, NASCAR Event Media, and all their affiliates, parent companies, subsidiaries, employees, officers, and directors (“**NSS Released Parties**”) from

all claims, and causes of action alleging: personal injury, wrongful death, loss of property, property damage, theft, third-party criminal conduct, copyright infringement, infringement, licensing violations, invasion of privacy, defamation, false light, injury to business, licensing violations.

Performer agrees to defend, indemnify, and hold harmless all NSS Released Parties, Authorized Parties, and NSS for any and all claims, causes of action, and suits alleging personal injury and property damages related to any Event Performance, copyright infringement, theft, license violations, invasion of privacy, false light, invasion of privacy, unauthorized use, and all other matters related to this Contest, the Act, the Act Video, and the Event Performance.

C. **Miscellaneous:**

The Parties agree:

- All decisions of NSS and the Contest Judges are final and shall be made within their discretion.
- Performer may not use music, lyrics, or other elements including any combinations or derivatives of the Act or Event Performance that infringes upon the rights of another.
- Performer will not disparage NSS, NSS Released Parties, or the Contest Judges for any decision or result of the Contest.
- Performer shall be responsible for all their expenses associated with the Contest and all Event Performances. Performer is not furnished travel, lodging, or food/drink expenses.
- Performer shall not receive a fee, compensation, or paid any sum of money for entering into the Contest or for any Event Performance. Performer shall not receive any compensation, license fee, or royalty of any kind for the telecast, recording, display, use, broadcast, or marketing of Performers Event Performance, use of the Act Video, use of the Act, and use of all other materials, video, photos, and audio recordings.
- NSS shall provide the stage and back-of-house production normally associated with a live band performance. Performer shall provide its own musical instruments and all other special equipment or not equipment not provided by NSS as determined within the discretion of NSS.
- Performer must be over the age of eighteen (18) and the Contest is void where prohibited by law.
- All Acts of the Performer for the Contest shall original works of art created and solely owned by Performer. If Performer is selected to perform live at NSS as provided on the website, performer will provide a playlist to NSS thirty (30) days before the performance and verify to NSS that is authorized/licensed by all other persons to perform their music, if applicable.
- The Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Tennessee (without regard to the conflicts of law rules of such state), with venue for any legal proceedings to be in the State Courts of Wilson County, Tennessee.

I agree with all terms, conditions, and obligations provided in this Agreement. Agreed upon this day as provided in this Agreement.

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_