

Music Rights – Clearance Certificate

Date and name of competition: _____ .

On behalf of

name of the competing team („Team“): _____ ,

name of the Club the team is representing: („Club“): _____ ,

and each member of the Team, as identified below, I certify, warrant and represent that the Team has secured all necessary rights from all relevant music publisher(s) and recording companies which own rights to the music used in each and every routine performed by us, including, without limitation, the right to mix songs and recordings together into one remix or recording, and the right to perform, synchronize and remix the music and that the use of the music, as contemplated, will not infringe upon the rights of any third party.

The Team shall defend, indemnify and hold the *Österreichischer Cheerleading & Cheer Performance Verband* (ÖCCV) as their interests may appear, and all parties in interest through ÖCCV (collectively, the “Indemnified Parties”) harmless from and against any and all claims, losses, costs, expenses and damages payable by the Indemnified Parties including, but not limited to, reasonable attorneys’ fees, resulting from any claim inconsistent with the foregoing warranties and representations.

If the Team’s right to use the Licensed Music is challenged, the Team shall provide to the challenger and the Indemnified Parties every fully executed licensing agreement(s) with the relevant music publisher(s) and recording companies (individually and collectively, the “Signed License Agreement[s]”). If any Signed License Agreement is in a language other than German or English, then the Team shall provide (and be solely responsible for the associated cost) a copy of each Signed License Agreement translated into German or English.

I declare under penalty of perjury (under the laws of Austria and the European Union) that the foregoing is true and correct.

Date: _____

Place: _____

Name: _____

Function in the Club: _____

Signature: _____