

Acknowledgement and Agreement

In consideration of the acceptance and review by Hudson River Sloop Clearwater, Inc. ("Clearwater") of the entry I am submitting ("My Entry") in response to Clearwater's Build-a-Song project (the "Project"), I agree and acknowledge that upon submission, My Entry becomes the exclusive property of Clearwater for all purposes under copyright and otherwise.

Without limiting the generality of that agreement and acknowledgement:

1. I give and assign to Clearwater all rights necessary to edit, adapt and amend My Entry, and combine it with other materials, in any way Clearwater wishes, without consulting me.
2. I give and assign to Clearwater the exclusive right, exercisable in its unfettered discretion, to use, publish, transmit, project and otherwise disseminate My Entry (in its submitted form and as so edited, adapted or amended) in perpetuity throughout the world in all media, whether in connection with the Project or otherwise, with or without attribution or credit to me.
3. I agree that I will be entitled to no compensation from Clearwater for the exercise of any such rights.
4. To the extent required by any copyright law in order to effectuate the grants of rights herein, I hereby grant to Clearwater a license under copyright to exercise all such rights.
5. I represent and warrant to Clearwater that My Entry, except for the musical format and other elements provided as part of the Project by Clearwater, is my original work and that I have all rights needed and appropriate to grant the rights and agree to the terms set forth above.
6. To the extent any other person or persons were involved in creating My Entry, I have obtained all consents and authorizations from each such person or persons to enter into this Acknowledgement and Agreement on behalf of him, her and them, as if they had submitted the Entry in their own names and will furnish those consents and authorizations to Clearwater in writing at Clearwater's request.