

**30 SECONDS TO MARS
TALENT RELEASE**

For good and valuable consideration, the receipt of which is hereby acknowledged, I acknowledge that EMI Music Australia Pty Limited (**EMI**) is the sole, exclusive and perpetual worldwide owner of any and all audio and audiovisual recordings captured on Friday 19 June 2009 at Trackdown Scoring Stage, Building #125, The Entertainment Quarter, Lang Road, Moore Park, New South Wales, Australia, which may embody my voice and/or physical likeness (**Material**). I hereby grant to EMI and its successors and assigns, in connection with my participation in the Material, the perpetual right to use any form of reproduction of my voice and physical likeness therein, as same may be edited, modified and revised, for purposes of advertising, trade, promotion or sale, in any and all media, anywhere in the world at any time, for no additional compensation, whether the Material is used for promotional purposes or is sold commercially.

Without limitation of the foregoing, I hereby grant to EMI the perpetual right to use my name and/or likeness for advertising purposes and/or for purposes of trade, throughout the world, in connection with the advertising, publicising and/or exhibition of the Material whether alone or in conjunction with the advertising, publicising and/or sale of products (including but not limited to the Material) and/or the services of EMI.

I hereby assign all rights I may have now or in the future, for all uses whether now or later known, in relation to the Material to EMI, including but not limited to all rights which I may have in the Material as a performer or as the maker of the Material (including but not limited to any ownership rights arising under Section 97 of the Copyright Act 1968) and all rights in relation to my performances embodied in the Material (including but not limited to rights arising as a performer pursuant to Part XIA of the Copyright Act 1968 to the extent that they may be assigned).

Further, I hereby waive any so-called moral rights or similar rights (now or later existing) in respect of my performance in the Material under any law anywhere in the world. Where the law does not recognise or allow the waiver of moral rights, I hereby consent to any and all acts or omissions of EMI which would, but for this consent, infringe any of my moral rights or similar rights in respect of my performance in the Material.

I warrant that my contribution to the Material will be wholly original and will not infringe the copyright or any other rights of any third party and I hereby indemnify and hold EMI harmless from and against any third party claim arising from use of the Material.

I HEREBY CERTIFY AND AFFIRM THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. IF I AM UNDER THE AGE OF 18, MY PARENT OR LEGAL GUARDIAN HAS SIGNED BELOW.

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

Street Address: _____ City/State/Code: _____

Phone Number: _____

I certify that I am the parent or guardian of _____, a minor under the age of 18 years. I hereby consent that any audio and or audiovisual recordings made by EMI Music Australia Pty Ltd as specified above may be used for the purposes explained herein.

Parent /Guardian Name: _____

Signature: _____ Date: _____