



The Colorado Channel Ch. 165 ~ www.ColoradoChannel.net ~ info@coloradochannel.net

Liability Statement and Indemnification Agreement

This signature of an authorized representative of _____ is required on the following unaltered statement in order for Colorado Channel 165 to accept video programs for broadcast. Videos submitted without this executed and unaltered statement will be summarily rejected.

PROGRAMMER LIABILITY

(a) The undersigned programmer ("Programmer") has submitted program content and requested that it be broadcast on the Colorado Channel. Programmer will be primarily responsible for the creation and content of programs submitted to the Colorado Channel, and shall therefore be legally responsible for, and shall indemnify and hold harmless the Colorado Channel Authority Board and the Colorado Channel against all claims asserted against them, its committee members, officers, employees, and agents, by any third parties, whether or not represented by a final judgment, if such claims arise out of or result from Programmer's negligent or wrongful acts in performing such work, including all claims for copyright infringement, FCC violations, personal injury, property damage, and other losses, liabilities, costs, and expenses (including but not limited to attorneys fees).

(b) With respect to programming content the Programmer represents and warrants that no part of any produced video for cablecast on the Colorado Channel or other material delivered with intent to be used on Colorado Channel ("Work Product") shall include anything of an obscene, libelous, defamatory, disparaging, or injurious nature; that the Work Product does not infringe upon any copyright, patent, property right, personal right, or other right; and that all statements in the Programmer's Work Product for broadcast on Colorado Channel are true to the Programmer's actual knowledge and belief, or based upon reasonable research for accuracy.

(c) The term "wrongful act" as used herein shall include any tortuous act or omission, willful misconduct, failure to comply with Federal, state or local governmental requirements, copyright or patent infringement, libel, slander or other defamatory or disparaging statement in any written deliverable required under the contract, or any false or negligent statement or omission made by Programmer in its Work Product for the Colorado Channel.

(d) The obligations in paragraph (a) to indemnify and hold harmless the Colorado Channel Authority Board, and the Colorado Channel shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of the Colorado Channel Authority Board, its committee members, officers, employees, and agents.

(e) Programmer shall give prompt notice to the Colorado Channel Authority Board upon learning of the assertion of any claim, or the commencement of any action or proceeding, in respect of which a claim under this paragraph may be sought, specifying, if known, the facts pertaining thereto and an estimate of the amount of the liability arising there from.

Name _____

Signature _____ Date: _____