



RELEASE OF LIABILITY

I _____ (herein "Participant"), hereby acknowledge and agree to the following, as a condition of **participation in the #Shakelt for Self-Acceptance!™ awareness event** to occur on Saturday, April 30, 2016 (or other such time), at the Third Street Promenade, and **other locations for rehearsals**.

- 1 My involvement and/or participation in the **#Shakelt for Self-Acceptance!™ awareness event** and rehearsals is **voluntary**, and I am acting under my **own free will**. I have not been compensated nor will I further be compensated for participation in said event.
- 2 **There is a risk of danger, bodily harm, injury, emotional stress or death as a result of my participation in #Shakelt for Self-Acceptance!™ awareness event**, including but not limited to, practices, and rehearsals therefore said event, with or without fault or negligence of myself or Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself). I hereby release, waive, indemnify, discharge, and covenant to hold harmless from all liability Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself), from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me.
- 3 **I attest that I am fully aware and accept there are known, unknown and unforeseeable risks and hazards connected with being on the premises and rehearsal locations while participating in the #Shakelt for Self-Acceptance!™ awareness event.** These risks include but are not limited to uneven ground, road debris, potholes, actions of Event participants, actions of people near the Event, emergency, and or other, vehicles entering the event space, and acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or power failure, but in every case the failure to perform will be beyond the control and without fault or negligence of or failure to perform of Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself).
- 4 **I do not have any medical ailments, physical limitations, or mental disabilities that will affect my ability to participate in the #Shakelt for Self-Acceptance!™ awareness event and rehearsals.** If I do have a pre-existing medical, physical or mental health condition that may be aggravated by dancing or attending this event, **it is my responsibility to attain my doctor's approval before taking part in this event.**
- 5 **Code of Conduct :** I agree that **I will not engage in conduct that is detrimental to the #Shakelt for Self-Acceptance!™ awareness event. I will agree to cooperate with all Staff directives and guidelines including proper attire and choreography. I will not engage in activity or behavior that is: defamatory, offensive, vulgar, harassing, sexually explicit, bigoted, illegal or encourages or advocates illegal activity, criminal or conspiracy to commit any criminal activity, or harmful or can reasonably be expected to harm any person or entity.**
- 6 Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself), and/or her representatives, undertake **no responsibility, including but not limited to, legal or financial, for my personal safety or well-**

being of my property, when I am participating in #Shakelt for Self-Acceptance!™ choreographed flash-mob awareness events or rehearsals.

- 7 I willingly assume all risks associated with this event and rehearsals, including, but not limited to, those outlined in Section 2 and 3 of this agreement.
- 8 I release the Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself) and her agents in perpetuity from any and all claims and causes of action that I or my representatives now have or may have in the future (including but not limited to) for personal injury, property damage or wrongful death occurring to me or my property, arising out of participation in the #Shakelt for Self-Acceptance!™ awareness event and rehearsals. I also agree to indemnify, defend and hold Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself), and/or her representatives, its subsidiaries, affiliates, officers, agents, employees and partners harmless from any liability, claim, demand, administrative action, cause of action, suit, damage, loss, cost or expense, including reasonable attorneys' fees, made any third party due to or arising out of my participation in the #Shakelt for Self-Acceptance!™ awareness event and rehearsals.
- 9 I am 100% liable for all medical expenses incurred as a result of any injury or property damage during my participation in the #Shakelt for Self-Acceptance!™ awareness event and rehearsals.
- 10 I expressly intend that this Release shall be binding upon me, my heirs, legal representatives, and assigns.
- 11 In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the State of California, the remaining portions will not be invalidated, and shall remain in full force and effect. I understand that all disputes in regard to this agreement will be settled by binding arbitration in the County of Los Angeles at a mutually agreed upon location.
- 12 I understand that this is a public event and that photographs, audio and/or video recording may be taken. I hereby acknowledge and agree that all rights, title and interest in and to said photographs and recordings, including all copyright rights, shall belong solely Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself), her agents and assignees, and I hereby grant the right to use my likeness, both still image and recorded moving image with and/or without audio, as recorded during my participation in this event and rehearsals, in perpetuity, to Alli Spotts-De Lazzer (DBA Shake It Up! Accept Yourself) for any and all purposes related to the event including, but not limited to, advertising and promotion of the #Shakelt for Self-Acceptance!™ Movement without compensation or control thereover.
- 13 This is a legally binding contract, but it is not meant to pronounce any claims or defenses that are legally prohibited.

I attest that I have read and understood this document, am at least the age of 18 years, and agree to all the provisions listed above.

Participant Printed Name

Participant Signature

Date