

WAIVER, INDEMNIFICATION, RELEASE OF LIABILITY AGREEMENT

(PLEASE READ CAREFULLY - THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS)

WAIVER OF LIABILITY, HOLD HARMLESS & PHOTOGRAPHIC WAIVER

In consideration of being permitted to participate in **Shake It Up! Accept Yourself!** (hereinafter referred to as the "Event") to be held on **February 28, 2015**, and any and all rehearsals for the Event organized by **Shake It Up! Accept Yourself**, (DBA of Allison Spotts-De Lazzer), its sponsors, organizers, agents and employees, volunteers, and vendors (hereinafter collectively referred to as the "Event Team") occurring prior to the Event (hereinafter "Rehearsals"), I, _____ do hereby agree to the following:

1. I release, waive, indemnify, discharge, and covenant to hold harmless from all liability the "Event Team") 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, whether caused by the negligence of the other persons, participants, or otherwise, while participating in the Event, while in, on or upon the premises where the Event is being conducted, while in transit to or from the premises, or in any place(s) connected with the Event.
2. I attest that I am fully aware there are known, unknown and unforeseeable risks and hazards connected with being on the premises, and participating in the 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.
3. I expressly intend that this Release shall be binding upon me, my heirs, legal representatives, and assigns.
4. I acknowledge that participation in the Event is voluntary and that I will receive no compensation.
5. I agree to take full responsibility for my actions including those that might result in criminal or civil liability.
6. I agree to conduct myself with due regard to public conventions, morals, and laws.
7. I agree to not do, say or commit any act or thing, or participate in this event in a morally offensive manner, cooperate with Event's guidelines and directives regarding choreography, dress, rehearsals, and behavior.
8. I attest that I am in good health and am able to participate in the physical activity of this event. If I have a pre-existing medical condition, both physical and mental including but not limited to a heart condition, eating disorder, that may be aggravated by attending or participating in any or all activities of this outdoor event, I am wholly and fully responsible for my well-being and health and have attained my doctor's approval before participating in this event.

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9. I understand that I will need to check in at any rehearsal and on event date in order to receive a T-shirt and wristband. I accept that T-shirts may be limited, and I may not receive one. I agree to wear the T-shirt and wristband given by Event Team in order to participate in Event flash mob. I understand wearing a wristband indicates my acceptance of these waiver's terms. In addition, I agree to not give my, or anyone's, wristband to any other person, including known participants.

10. I agree that the Event Team has the right to ask anyone to leave or not participate for any reason that the Event Team sees fit.

11. I accept that parking is at my own risk for any rehearsal or event.

12. I agree that the Event Team is not responsible for lost or stolen valuables.

13. I understand and agree that this agreement shall be governed by and construed in accordance with the Laws of the State of California. All disputes and matters whatsoever arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court located in the State of California, U.S.A. to the exclusion of any other State or Country.

14. PUBLICITY, PHOTO, IMAGE & AUDIO RELEASE

a. I grant to the Event Team the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, digital video, digital audio recordings and the like (hereinafter "Media"), taken or made on behalf of the Event Team during Shake It Up! Accept Yourself! (hereinafter referred to as the "Event") to be held on February 28, 2015, and any and all rehearsals organized by Event Team occurring prior to the Event (hereinafter "Rehearsals").

b. I agree that the Event Team has complete ownership of the Media and can use the Media for any purpose associated with the Event. These uses include, but are not limited to, exhibition and display of Media on Event Teams' websites and release and distribution the Media to news media whether print, internet, television broadcast, as well as to social internet sites, without limitation throughout the universe and in perpetuity. I further acknowledge that I will not receive any compensation for the use of the Media.

c. I release and discharge the Event Team, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

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In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, fully understand its contents, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made to me by the Event Team; and
- C. I am at least eighteen (18) years of age and fully competent.

Signature of Participant

Date

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