

RELEASE OF LIABILITY

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of the Collegiate Salsa Open organized by the Latin Dance Alliance (LDA) of 1538 Euclid Street, Suite 3, Santa Monica, CA 90404 and/or use of the property, facilities, and services of LDA, I agree for myself and (if applicable) for the members of my family. to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the LDA, or the employees, representatives, or agents of the LDA.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge the LDA for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of the LDA, whether caused by the fault of myself, my family, the LDA, or other third parties.
3. I agree to indemnify and defend the LDA against all claims, causes of action, damages, judgments, and costs or expenses including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Latin Dance Alliance.
4. I agree to pay for all damages to the facilities of the LDA caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
6. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that the LDA will not refund any fees I have paid to use its facilities if I choose not to sign this agreement.
7. This agreement and each of its terms are the product of an arms' length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the parties specifically

reject the application of Cal. Civ. Code §1654 to this agreement, as well as any other statute or common law principles of similar effect.

8. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS ATTACHED RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

MEDIA RELEASE

For consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the Content and to use the Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing, and packaging for any product or service. I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified. I acknowledge and agree that I have consented to publication of my ethnicity(ies) as indicated below, but understand that other ethnicities may be associated with me by the Photographer/Filmmaker and/or Assigns for descriptive purposes.

I agree that I have no rights to the Content, and all rights to the Content belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the state of California.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights, or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees/assignees of the Photographer/Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed, and used. I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this release. I represent and warrant that if I am not of at least 18 years of age, my parent/guardian(s) have full legal capacity to execute this release for me.

Definitions: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Event. "MEDIA" means all media including digital, electronic, print, television, film, radio, and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred together as "I" and "me" in this release, as context dictates. "PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film, or recording session described in this form.

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