

Consent and Release Agreement

In exchange for the opportunity given to me, individually, and/or organization, business, or group to participate in the Maytime Band Parade, scheduled for Saturday October 7, 2017, I acknowledge and agree on behalf of my organization, business, group, and/or myself (if selected) that:

- 1) My/Our participation is a public service contribution. We have not been promised and do not expect any compensation for our participation or performance by the Maytime Band Association. Any compensation is between sponsor and participant.
- 2) I/We irrevocably grant the Maytime Band Association the exclusive right to use in any media our name, likeness, photos, recordings, video or telecast reproduction of our performance for any purpose including television airing, promotion, advertising or otherwise (including, but not limited to, newspaper, magazines, and official Maytime Band Parade website, known as www.maytimereview.org) I also hereby waive any and all rights to inspect said photographs, recordings, or telecast, and will not receive compensation for such photos or in any media, by virtue of my appearance in the Maytime Band Parade.
- 3) I/We, understand and agree to accept the risk of bodily injury and/or property damage which I/we may incur or cause a third party to incur as a result of my/our participation in the Maytime Band Parade and all related activities. I/We release Maytime Band Association, its employees, its officers, its Boards, all persons involved in organizing, sponsoring or conducting the Maytime Band Parade, its Committees and their respective officers, agents, sponsors and employees, all firms employed by, relating to or acting for the Maytime Band Parade Association, the City of National City, the San Diego County, for bodily injury and/or property damage of any kind arising out of my/our participation or performance in these events.
- 4) I/We, further agree to indemnify hold harmless, and defend against any action against the Maytime Band Parade Association, its employees, its officers, its Boards, all persons involved in organizing, sponsoring or conducting the Maytime Band Parade and all related activities, its Committees and their respective officers, agents, sponsors and employees, from and against any and all claims, losses, suits, judgements, damages, and expenses, including attorney's fees, for any injury or damage, and any other claims asserted by or on behalf of any third party, and any liabilities whatsoever to anyone associated with my organization/group/business arising from, or in connection with my/our participation in the Maytime Band Parade and all related activities.
- 5) I/We, the undersigned, represent and warrant that I/we possess all necessary authority to perform any musical compositions I/we may play in conjunction with the Maytime Band Parade and all related activities.

I, have read and Agree with the Consent and Release Agreement *

Printed name

Signature

Date