



## **DALLAS SIDEKICKS WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in the Dallas Sidekicks Dancers Auditions (“Auditions”) run by SideK Sports Management, LLC d/b/a Dallas Sidekicks (“DSK”), the undersigned participant (hereinafter “Participant”) acknowledges, represents, and agrees that:

PARTICIPANT IS AWARE HE IS PARTICIPATING IN A PHYSICAL ACTIVITY THAT MAY BE DANGEROUS AND CAN CAUSE INJURY. THESE ACTIVITIES MAY INVOLVE SEVERE CARDIOVASCULAR STRESS AND POSSIBLE VIOLENT CONTACT. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THE ACTIVITIES INVOLVE CERTAIN RISKS INCLUDING, BUT NOT LIMITED TO, DEATH, SERIOUS NECK AND SPINAL INJURIES RESULTING IN COMPLETE OR PARTIAL PARALYSIS, BRAIN DAMAGE, AND/OR SERIOUS INJURY TO VIRTUALLY ALL BONES, JOINTS, MUSCLES AND INTERNAL ORGANS, AND PROPERTY DAMAGE. ALTHOUGH PARTICULAR RULES, EQUIPMENT, AND PERSONAL DISCIPLINE MAY REDUCE THE RISKS ASSOCIATED WITH PARTICIPATING IN THE AUDITIONS, THE RISK OF SERIOUS INJURY DOES EXIST AND CANNOT BE COMPLETELY ELIMINATED.

PARTICIPANT KNOWINGLY AND FREELY ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF INJURIES AND LOSS ARISE FROM THE NEGLIGENCE OF DSK, DSK REPS (AS DEFINED BELOW), OR OTHERS, AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR HIS PARTICIPATION IN THE AUDITIONS.

Participant willingly agrees to comply with the stated and customary terms and conditions for participation in the Auditions. If Participant observes any unusually significant hazard, condition or activity during his presence or participation, Participant shall remove himself from participation and bring it to the attention of a representative of DSK immediately.

Participant, for himself and on behalf of Participant’s heirs, assigns, personal representatives and next of kin, HEREBY VOLUNTARILY RELEASES AND HOLDS HARMLESS DSK, its successors, directors, members, officers, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used (collectively referred to as “DSK Reps”), in any way arising out of Participant’s participation in the Auditions.

PARTICIPANT ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO PARTICIPATION IN THE AUDITIONS OR THE PERFORMANCE OF THIS WAIVER REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF DSK AND DSK REPS. PARTICIPANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS DSK AND DSK REPS IN RESPECT OF ANY MATTER RELATED TO OR IN CONNECTION WITH THE AUDITIONS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST DSK AND DSK REPS.

PARTICIPANT HEREBY WAIVES ALL WARRANTIES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE DSK AUDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition to the foregoing Release, Participant agrees to limit the liability of DSK and DSK Reps in any way arising out of Participant's participation in the Auditions to \$500.00.

The invalidity or unenforceability of any provision of this waiver shall not affect the validity or enforceability of the remaining provisions, unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

Participant understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant further agrees that the venue of any litigation, dispute, or claim concerning, arising under, in furtherance of, pursuant to, in relation to, or arising out of this Agreement shall be in Collin County, Texas and shall be construed in accordance with the laws of the State of Texas.

PARTICIPANT HEREBY WARRANTS THAT HE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY AND HAS SIGNED THE SAME UNDER HIS OWN FREE WILL. IF A HARD COPY OF THIS DOCUMENT IS NOT SIGNED, THEN THE ACKNOWLEDGEMENT ON DSK'S WEBSITE THAT PARTICIPANT FILLS OUT FOR AUDITIONS WILL SUFFICE AS A VALID SIGNATURE.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature



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In consideration of being allowed to participate in Dallas Sidekicks Dancers Auditions (“Auditions”) run by SideK Sports Management, LLC d/b/a Dallas Sidekicks (“DSK”), the undersigned participant (hereinafter “Participant”) acknowledges, represents, and agrees that:

“Participant Image” shall mean Participant’s legal name, initials, nickname(s), uniform number, autograph, signature, voice, video or film portrayal, photograph (still or moving), likeness, biographical information, statistics, and persona or image, or any rendering thereof.

“DSK Reps” shall mean DSK and its successors, directors, members, officers, agents, and/or employees, other participants in the Auditions, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used.

Participant grants to (i) DSK and DSK Reps a perpetual, worldwide, irrevocable, royalty-free, and freely sub-licensable right to reproduce, distribute, promote, sell, market, display, perform, advertise, or otherwise use the Participant Image on or in connection with: (A) the production, exhibition, exploitation, merchandising, advertising, marketing, promotion, sale and/or distribution of DSK videos and transmittals, in any medium now known or hereafter developed, including but not limited to television, print, and websites and internet; and (B) the broadcast, production, exhibition, exploitation, merchandising, sale, distribution, advertising, marketing and/or promotion of entertainment, educational and/or any other type of audio-visual projects or Auditions, including, without limitation, videotapes, DVDs, Blu-Ray discs, compact discs, CD-ROMs, movies (theatrical or non-theatrical), television shows (whether over-the-air, cable, pay, satellite, or hereafter created format), video games, internet broadcasts or downloads, books, calendars, consumer products, posters, trading cards, cartoons, comic books and/or similar products (hereinafter collectively “Media Products”), in any medium now known or hereafter developed (including, without limitation, the right to use or license excerpts or stills from the Media Products for any purpose and the right to edit, delete, juxtapose, dub, change, and/or modify in any way the sequence of any part of a Media Products in which the Participant Image appears).

It is understood and agreed that DSK is the sole and exclusive holder of all right, title and interest in and to Participant Image for all matters, data, coverage, and video created at or in connection with the Auditions or any other event sponsored by, associated with, or offered by DSK (hereinafter “Other DSK Events”). Participant shall not dispute or attack the title or any rights to Participant Image in and to the rights and/or the marks or the validity of the license granted to DSK by Participant. Participant hereby waives, releases, and discharges and assigns the right to set forth claims against DSK or bring suit against DSK for right of publicity, exploitation, misappropriation of Participant Image, right of privacy, or any other cause of action or claim related to Participant Image pertaining to the Auditions or other DSK events.

Participant acknowledges DSK reserves the right to use the Participant Image in connection with various Auditions and in other electronic media presently existing or created in the future. The use of Participant Image shall be determined in DSK’s sole discretion.

The invalidity or unenforceability of any provision of this waiver shall not affect the validity or enforceability of the remaining provisions, unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

Participant understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant further agrees that the venue of any litigation, dispute, or claim concerning, arising under, in furtherance of, pursuant to, in relation to, or arising out of this Agreement shall be in Collin County, Texas and shall be construed in accordance with the laws of the State of Texas.

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Participant's Printed Name

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Date

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Participant's Signature