

Version – June 9, 2012

Saratoga's Got Talent Annual Competition 2012 Waiver Form

MANDATORY WAIVER AND RELEASE OF ALL CLAIMS FOR ALL CONTESTANTS @

Saratoga Area Senior Coordinating Council (SASCC) Presents -
Saratoga's Got Talent – Annual Competition, June 22, 2012

Please read this form carefully and be aware that by enrolling you/ your child in the above program, you will be waiving and releasing certain claims the participant may sustain.

Waiver and Release

In participating as myself or allowing my child to participate in the above program, I acknowledge that the participation on the Program shall include my own act or performance, which I created or selected for the Program. I understand that since this is my own act, or my child's act, that I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, SASCC/ "Saratoga's Got Talent" team may, at its sole discretion, refuse to allow me to participate in the Program if the team reasonably believes I am not capable of performing the act or for any other reasons thereof.

I recognize and acknowledge that there are certain risks of physical injury; and I agree to assume the full risk of any injuries, damages or loss which me / my child may sustain as a result of participating in any and all activities connected with or associated with such a program. I agree to waive and relinquish all claims I or my child may have as a result of participating in the program against SASCC, "Saratoga's Got Talent" team, Saratoga Cares Foundation, the City of Saratoga and its officers, agents, servants and employees from any and all claims from injuries, damage or loss which may have or which accrue to me or my child on account of participation in the program.

I further agree to indemnify and hold harmless and defend SASCC, "Saratoga's Got Talent", , Saratoga Cares Foundation team, City of Saratoga, and its officers, agents, servants and employees from any and all claims sustained by me or my child, arising out of, connected with, or in any way associated with the activities of the program.

In the event of an emergency, I authorize SASCC, "Saratoga's Got Talent" , , Saratoga Cares Foundation team, to secure from any accredited hospital and/or physician any treatment deemed necessary for my immediate care or for the immediate care of my minor child, and I agree that I will be responsible for any and all medical services rendered.

In addition, in consideration for my possible participation in the Program, I hereby agree to be bound by and to perform all of the terms, as such terms and conditions may relate to my participation or the participation of my child/ward in the Program, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process if any and the use of my or my child's/ward's name, voice, likeness, etc.).

I also provide my permission, or my child's permission for video recording of my act and for the videos to be uploaded on YouTube. In addition, upon winning this competition, I also agree to NOT announce it to the world, until the final episode of "Saratoga's Got Talent" Reality show has been released. As the winning contestant, I or my child also agree to be available for promotions

of "Saratoga's Got Talent", and also permit use of the name, likeness and performance(or excerpts there from) on picture, film, tape, or otherwise.

I understand that SASCC / Saratoga's Got Talent team reserves the right to refuse an audition or performance to any individual or act in its sole discretion for any reason or no reason. I have read, understand and agree with the foregoing.

TALENT WAIVER FOR CREATV APPEARANCE

PROGRAM: SARATOGA's GOT TALENT

I (OR MY CHILD) INTEND TO PARTICIPATE OR HAVE PARTICIPATED IN THE ABOVE PROGRAM, WHICH I UNDERSTAND WILL BE PRODUCED AND RECORDED FOR DUPLICATION AND DISTRIBUTION ON CREATV SAN JOSE'S CABLE CHANNELS AND WEBSITE, AS WELL AS OTHER POTENTIAL DISTRIBUTION OUTLETS THROUGHOUT THE WORLD. I AGREE THAT INSOFAR AS I AM CONCERNED, THIS PROGRAM MAY BE EDITED AS DESIRED AND USED IN WHOLE OR IN PART FOR NONCOMMERCIAL CABLECASTING AND WEBCASTING PURPOSES, IN PERPETUITY THROUGHOUT THE WORLD. I CONSENT TO PUBLICATION OF THE PROGRAM TRANSCRIPT IN WHOLE OR IN PART AFTER BROADCAST AND ALSO CONSENT TO USE OF MY NAME, LIKENESS, AND VOICE IN CONNECTION WITH PROGRAM PUBLICITY AND FOR INSTITUTIONAL PROMOTIONAL PURPOSES. I EXPRESSLY RELEASE THE PRODUCER AND CREATV SAN JOSE, ITS EMPLOYEES, OFFICERS, AGENTS, AND MEMBERS OF IT BOARD OF DIRECTORS FROM ANY LIABILITY INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON ALLEGED PRIVACY, DEFAMATION, CONTRACT, OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS OR OTHER CLAIMS I MAY HAVE ARISING OUT OF BROADCAST, EXHIBITION, PUBLICATION, OR PROMOTION OF THIS PROGRAM. SUCH RELEASE SHALL BE BINDING ON MY SUCCESSORS, ASSIGNS, AND ESTATE.

I WAIVE ON BEHALF OF MYSELF AND MY REPRESENTATIVES, SUCCESSORS IN INTEREST, ASSIGNS, AND ESTATE ANY CLAIM TO PAYMENT OR COMPENSATION FOR MY PARTICIPATION IN THIS PROGRAM EXCEPT AS MAY OTHERWISE BE AGREED TO IN WRITING BETWEEN CREATV SAN JOSE AND MYSELF

TALENT WAIVER FOR KSAR APPEARANCE

I hereby authorize KSAR15 to use my (or my child's) name, likeness and performance(or excerpts there from) on film, tape, or otherwise for the purpose of producing television programs. I hereby waive the right to any and all payment or compensation for appearance in the videotape or film and grant the right to make unlimited use of my image and/or voice in whatever production they desire for non-commercial purposes. I agree to hold KSAR15 harmless from any liability arising from my performance.

It is also agreed, where applicable, that as the person responsible for this location, I authorize the appearance of said location as program material to be included in any videotaped program and/or publicity material.

TALENT WAIVER FOR ALL OTHER APPEARANCES

I also permit "Saratoga's Got Talent" team to use my (or my child's) name, likeness and performance(or excerpts there from) on film, tape, or otherwise for the purpose of producing television programs, including uploads of my performance to YouTube. I hereby waive the right to any and all payment or compensation for appearance in the videotape or film and grant the right to make unlimited use of my image and/or voice in whatever production they desire. I agree to hold "Saratoga's Got Talent" team, Saratoga Cares Foundation, SASCC and their agents harmless from any liability arising from my performance.

It is also agreed, where applicable, that as the person responsible for this location, I authorize the appearance of said location as program material to be included in any videotaped program and/or publicity material.

Your Signature here – (parental sign on behalf of minor)

You can send your acceptance via email to rishi<at>rishikumar.com