

Version – April 12, 2013



Saratoga's Got Talent ANNUAL COMPETITION 2013

WAIVER AND RELEASE OF ALL CLAIMS FOR Attendance/ Volunteering/ Participation @

Saratoga Cares Foundation Presents -

Saratoga's Got Talent – Annual Competition, June 14, 2013

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

ASSUMPTION OF RISKS

In participating in the above event, I acknowledge hereby, of my own free will and without inducements, promises or statements other than those contained in this Agreement, I am solely responsible for any certain risks of physical injury; and I agree to assume the full risk of any nature, whatsoever for any death, any injuries, damages or loss of property, and the person and the property of others, which me / my child / my extended family may sustain as a result of attending/ volunteering/participating in any and all activities connected with or associated with such a program.

Waiver and Release OF ALL CLAIMS

I for myself, or on behalf of my child and for my heirs, representatives, assigns, successors and administrators, hereby express release and agree to waive and relinquish all claims I or my child and extended family may have as a result of my attending/ volunteering/participating at this event, against Saratoga Cares Foundation, Saratoga's Got Talent team, Saratoga High School 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 attending/ volunteering/participating in the program.

In participating in the above event, I for myself or on behalf of my child and for my heirs, representatives, assigns, successors and administrators, hereby express release and agree to state that I am performing voluntarily as an opportunity to highlight my or my child's talent, and waive any rights for any compensation whatsoever.

I also understand that food at this event is available, and the purchase or consumption of such food is based on my desire and inclination. I agree to waive and relinquish all claims I or my child and extended family may have, as a result of food issues during my attendance, participation or volunteering against Saratoga Cares Foundation, Saratoga's Got Talent team, Saratoga High School 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 Saratoga Cares Foundation, Saratoga's Got Talent" team, Saratoga High School 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.

AUTHORIZATION FOR TREATMENT

In the event of an emergency, I authorize Saratoga Cares Foundation, Saratoga's Got Talent 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.

PERMISSION FOR PICTURE and VIDEO

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 attending/ volunteering/participating 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 and the use of my or my child's/ward's name, voice, likeness, performance(or excerpts there from) on picture, film, tape, or otherwise for a period of three years from the date of the agreement.

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.

I understand that Saratoga Cares Foundation, Saratoga's Got Talent reserves the right to refuse an entry 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 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 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 for a period of 3 years from the date of performance.. 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 a period of 3 years from the date of performance. I agree to hold defend Saratoga Cares Foundation, Saratoga's Got Talent" team, Saratoga High School 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.

Any controversy or claim arising out of or relating to this contract, or a breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules.

San Jose, CA will be the venue of resolution of all disputes.

Covenant Not to Sue

I agree never to institute any suit or action at law or otherwise against Saratoga Cares Foundation, Saratoga's Got Talent" team, Saratoga High School and its officers, agents, servants and employees, or to assist in the persecution of any claim for damages or any cause of action which I may have by reason of injury to my person or any property, arising from the attendance/ volunteering/participation at this event. I further expressly agree that I will never raise any claim against Saratoga Cares Foundation, Saratoga's Got Talent" team, Saratoga High School and its officers, agents, servants and employees regardless of the nature of the injury or damage. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf shall not institute any suit or action at law or otherwise against Saratoga Cares Foundation, Saratoga's Got Talent" team, Saratoga High School and its officers, agents, servants and employees, not shall they initiate or assist in the prosecution of any claim for damage or cause of action.

Rights Assignment

For good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, I agree that the to Saratoga Cares Foundation, Saratoga's Got Talent team may use the Work in any and all media, including in trade shows, marketing,

advertising and promotions at any time, without further compensation to me or my minor child.

With my purchase of tickets, my attendance, volunteering/participating and performance at the event – I am also acknowledging agreement to these above terms and conditions.

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

An email to saratogacares<at>gmail.com stating “ I have read the terms and conditions towards my attendance/ volunteering/participation at the SARATOGA’s GOT TALENT ANNUAL COMPETITION 2013 and am in agreement”