

Version #2– November 12, 2012

## Saratoga Diwali MELA 2012 Waiver Form

## Saratoga'Got Talent DIWALI MELA 2012 MELA Waiver Form



### **MANDATORY WAIVER AND RELEASE OF ALL CLAIMS FOR ALL ATTENDEES, PARTICIPANTS AND PERFORMERS @**

Saratoga Cares Foundation Presents -

**Saratoga Diwali Mela 2012 @ Saratoga Community Center**

*Please read this form carefully and be aware that by planning to attend; you/ your child and extended family, you will be waiving and releasing certain claims the participant may sustain.*

### **ASSUMPTION OF RISK**

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 participating in any and all activities connected with or associated with such a program.

### **Waiver and Release OF ALL CLAIMS**

I for myself 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 participation at this event, against Saratoga Cares Foundation, Saratoga's Got Talent" team, 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 also understand that food at this event is pot-luck brought in by attendees, either home made or purchased in the open market, based on their desire and inclination, and 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 and participation, against Saratoga Cares Foundation, Saratoga's Got Talent" team, 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 Saratoga Cares Foundation team, , "Saratoga's Got Talent" , , 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.

#### **AUTHORIZATION FOR TREATMENT**

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

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 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 , "Silicon Valley'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 "Silicon Valley's Got Talent", "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 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.

**Convenant 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, the City of Saratoga and its officers, agents, servants and employees, or to assist in the prosecution 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 participation at this event. I further expressly agree that I will never raise any claim against Saratoga Cares Foundation, Saratoga's Got Talent" team, the City of Saratoga 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, the City of Saratoga 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.

**Copyright Assignment**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I hereby transfer, convey and assign to Saratoga Cares any and all right title and

interest, including all rights under copyright, in and to the video submitted as part of my or my child's participation in the event as referenced above.

I hereby waive any and all rights of attribution and integrity and rights to claim authorship in the Work, and all ownership of copyright in the Work shall be exclusively owned by the Foundation. I agree that the Foundation 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.

My minor child and I agree to take any and all actions and sign all further documents now and in the future, to effectuate the intent of this copyright assignment and to vest exclusively in the foundation all ownership rights in and to the Work.

You can send your acceptance via [saratogadiwali.org](http://saratogadiwali.org) or email your agreement to [Saratogacares.org](mailto:Saratogacares.org)

By your RSVP to the event and participation at the event – you are also acknowledging agreement to these terms and conditions.

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