



VOLUNTARY PARTICIPATION CONSENT, AUTHORIZATION, AND RELEASE

I, the undersigned, voluntarily elect to participate in the Clippers **Spirit Dance Team Audition** held on **July 25, 2009** at Spectrum Club (collectively, the "**Activity**"), which Activity is sponsored by the LAC Basketball Club, Inc. and/or the Los Angeles Clippers Foundation (collectively, the "**Los Angeles Clippers**").

1. Assumption of Risk. I acknowledge and agree that that my participation in the Activity may involve risk of serious injury, physical disability, death, property damage and/or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Activity is being conducted, and/or the nature of the Activity itself. Knowing and understanding the risks involved with participation in the Activity, I hereby voluntarily and willingly assume full and complete responsibility for any and all risks (including those which are presently unknown to me) of serious injury, physical disability, death, damage and/or loss to persons or property that may arise from or be related to my participation in the Activity (including transportation to and from the Activity) (collectively, "**Liabilities**"). I certify that I am in good health and have no medical condition preventing my safe participation in the Activity. I acknowledge that it is my responsibility to consult with my personal physician regarding any medical reason, impairment, or disability that might prevent or limit my participation in the Activity.

2. Use of Name, Voice & Likeness. I agree that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Los Angeles Clippers and its owners, affiliates, auxiliary organizations, volunteers, officers, staff directors, employees, agents, trainers, physicians, and players and each of them (collectively, the "**LAC Parties**") may tape and photograph me (using any still or motion picture camera or otherwise) and record my voice, including quotes, paraphrases, and all sounds during and in connection with the Activity (all the foregoing to be known as my "**Performance**"). I agree that the LAC Parties will be the exclusive owner of any and all copyrights and all other right, title and interest in and to such Performance and will be able to use the Performance in perpetuity throughout the universe in any and all forms of media, whether now known or hereafter discovered, including, without limitation, in and in connection with any and all forms of advertising, marketing and endorsements of products and services. The LAC Parties may edit the Performance in any manner they wish and may reproduce, record and combine the same with other recordings, photographs, likenesses, images and/or artwork in any manner whatsoever, without restriction. I agree that the LAC Parties may use the Performance or any excerpts therefrom, and my name, voice, likeness, attributes and biography in any and all forms of media, whether now known or hereafter discovered, including, without limitation in and in connection with any and all forms of advertising, marketing and endorsements of products and services, and acknowledge that the LAC Parties shall not have any obligation to use and/or exploit the Performance in any materials whatsoever. I confirm that to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's personal and/or property rights. I agree to assist you in verifying any information in the Performance and hereby waive any and all right(s) to inspect and approve the use of my Performance.

3. Waiver and Release. For and in consideration of the Los Angeles Clippers allowing me to participate in the Activity, I hereby fully and forever release, waive, and discharge the LAC Parties, Spectrum Club the National Basketball Association and its members teams, and each of their respective sponsors, suppliers, affiliates, subsidiaries, related entities, governors, owners, administrators, officers and agents (collectively, the "**Released Parties**"), from, and covenant not to sue the Released Parties in connection with, the following: (i) any and all claims, demands, actions, or causes of action of any kind, which I may or might have against the Released Parties or any of them, arising from or by reason of any and all Liabilities (including, without limitation, medical expenses and/or attorneys' fees), whether known or unknown, foreseen or unforeseen, and any consequences thereof resulting from my participation in the Activity. I shall not bring any claim, demand, legal action or suit against the Released Parties for any economic or non-economic loss due to Liabilities incurred while participating in the Activity or because of the operations and conduct of the Released Parties or others, whether negligent or otherwise; and (ii) any and all claims or actions for personal injury, property damage and/or other loss suffered by me in connection with my Performance or the use of my Performance. I waive and release any and all claims against the Released Parties relating to the Performance and their use of the Performance in any version of the Performance or any media, including, without limitation, any rights and claims relating to copyright, defamation (including libel and slander), moral rights, rights of privacy and/or publicity or confidentiality and any rights and claims relating to descriptions, conclusions, quotes and/or paraphrases of me, the Performance, and/or my experiences.

4. Indemnity/Losses and Damages. I hereby agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, lawsuits, liabilities, loss, damages, demands, actions, causes of action, costs and expenses of any kind (including attorneys' fees), which may be made against them or incurred by them, or any of them, arising out of my participation in the Activity, any breach of my representations and warranties hereunder, and/or resulting from my tortious conduct, or the failure of any rights granted by me to Los Angeles Clippers pursuant to this agreement. I agree that I am financially responsible for any and all losses and damages (whether to myself or others) resulting from my participation in the Activity.

5. Emergency Medical Care Authorization for Minors. In the event of injury to a minor for whom I am or may be responsible, in the absence of my presence or contrary authorization, I authorize the LAC Parties to act on my behalf to obtain any and all emergency medical care that may be necessary to protect the injured minor.

6. General. This agreement shall be governed by the laws of the State of California, will be enforced and interpreted pursuant to such laws, and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion of this agreement is invalid, it is agreed that the balance shall continue in full legal force and effect. I agree that: (i) this agreement contains all appropriate warnings; (ii) no oral representations or statements made by the Released Parties will modify or invalidate any portion of this agreement; and (iii) I have not relied on any oral representations or statements made that are contrary to or modify the above warnings and waiver and release.

7. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS CONSENT, AUTHORIZATION AND RELEASE AGREEMENT AND FULLY UNDERSTAND THE TERMS USED HEREIN AND THEIR LEGAL SIGNIFICANCE. I RECOGNIZE THAT MY SIGNATURE ON THIS AGREEMENT IS A CONDITION OF THE RELEASED PARTIES PERMITTING ME TO PARTICIPATE IN THE ACTIVITY, AND THAT I CANNOT REVOKE THIS RELEASE (OR ANY PARTY OF IT) AFTER I SIGN IT. I VOLUNTARY, ON MY OWN FREE WILL, SIGN THIS AGREEMENT AND ITS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER. MY SIGNATURE ON THIS AGREEMENT IS INTENDED TO BE BINDING UPON ME AND MY SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, ASSIGNS AND (IF APPLICABLE) THOSE OF MY MINOR CHILD.

I represent and warrant that I am at least 18 years of age and have agreed to the foregoing by signing below.

Signature _____

Date _____

Name (Print) _____

Address: _____