

2019 PELICANS DANCE TEAM AUDITIONS

PARTICIPATION AGREEMENT

PARTICIPANT'S NAME _____ DOB _____

In consideration of the New Orleans Pelicans NBA, LLC ("Pelicans") and the National Basketball Association ("NBA") allowing me, the undersigned, to participate in the 2019 Pelicans Dance Team auditions and related activities on or about June 14, 2019 (together, "Auditions"), I, on behalf of myself and of my personal representatives, successors, heirs, and next of kin, consent to and agree to the following (*please **initial** next to each paragraph to indicate having read and understood its contents*):

_____ **1. ACKNOWLEDGEMENTS.** I hereby acknowledge, agree, and represent that (i) I am at least eighteen (18) years of age, (ii) I understand the nature of the Auditions, which include significant physical activity, and (iii) I further certify, agree, and warrant that I am in good health and have no mental or physical condition or symptoms that could interfere with my safety or the safety of others while participating in any activity or using any equipment during the Auditions, and if at any time I believe my participation in the Auditions is unsafe or hazardous to my health or wellbeing, I will immediately notify Pelicans personnel of my refusal to or inability to participate. Furthermore, I willingly agree to comply with all security measures, policies, and guidelines of the Pelicans and those of the premises where the Auditions are taking place.

_____ **2. RELEASE FROM LIABILITY FOR INJURY.** I, the undersigned, do hereby, for myself, and for any or either of my heirs, administrators, executors, guardians, representatives, and next of kin, forever WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Pelicans, the NBA, the sponsors of the Auditions, and each of their respective representatives, officers, directors, employees, agents, successors, assigns, medical personnel, and invitees for all parties, as well as the owners and lessors of the premises used for the Auditions (together, "Releasees"), with respect to any and all injury (including, without limitation, permanent disability and death) relating to or arising out of my participation pursuant to this agreement, howsoever caused or arising and whether by negligence or otherwise, to the fullest extent permitted by law.

_____ **3. RELEASE FROM LIABILITY FOR PROPERTY DAMAGE.** I further release, indemnify, and hold harmless the Releasees with respect to any and all damage to property relating to or arising out of my participation pursuant to this agreement, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

_____ **4. ASSUMPTION OF RISK.** I expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of my participation pursuant to this agreement, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability, or death.

_____ **5. MEDICAL TREATMENT CONSENT.** I consent to administration of first aid and other medical treatment in the event of injury or illness, and I release and indemnify Releasees from any and all liability or claims arising out of such treatment. I further acknowledge that the Pelicans will not provide physicians or other medical services or facilities in conjunction with the Auditions.

_____ **6. HEALTH INSURANCE.** I hereby certify that I have adequate health insurance to cover any injury or damages that I may experience due to my participation in these Auditions, or, alternatively, I agree to cover all costs associated with any such injury or damages.

I HAVE READ THIS PARTICIPATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I HEREBY REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON MY OWN BEHALF WITH FULL KNOWLEDGE OF ALL FACTS AND CIRCUMSTANCES SURROUNDING MY PARTICIPATION IN THESE AUDITIONS. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE _____ PHONE NUMBER _____

PRINT NAME _____ DATE _____

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PUBLICITY WAIVER FORM

In consideration of being allowed to participate in the 2019 Pelicans Dance Team auditions and related activities on or about June 14, 2019 (together, "Auditions"), the undersigned grants New Orleans Pelicans NBA, LLC (hereinafter "Pelicans"), National Basketball Association ("NBA"), NBA Entertainment, LLC ("NBAE"), and each of their parents, subsidiaries, affiliates (including but not limited to, NBA team operators), licensees, employees, broadcast partners, and agents the non-revocable right to:

1. Record, edit, use, and re-use worldwide in perpetuity on standard or non-standard television, home video, print, and electronic media, and in any other means of distribution, publication, or exhibition whether now known or hereinafter created, the acts, pictures, poses, performances, statements, and sound materials of myself on film, videotape, audio-tape, and/or as otherwise telecast or recorded by or on behalf of the NBAE and the Pelicans for use by it and any of its partners' production or publication, including but not limited to for use in Pelicans related programs and materials (collectively "the Materials").
2. Use my name, voice, likeness, statements, actions, and biographical data in connection with the production, publicity, advertising, promotion, exhibition, or other use of any of the Materials.

I hereby release the entities listed above from any claims or liabilities of any kind arising out of or in connection with the making or the use of the Materials or the use of my name, voice, likeness, or biography.

I understand that I am to receive no compensation in connection with any use of the Materials.

I hold the entities listed above harmless from any liability arising out of or in connection with my statements and the contents of the Materials.

I further acknowledge that I have no authority to videotape or in any other manner record the Auditions, either visually or audibly, or to hold myself out as being affiliated in any manner with the Pelicans.

Print Name _____

Signature _____ Date _____

Emergency Contact _____

Emergency Contact Phone Number _____