

## ALL DRESSED UP WAIVER AND RELEASE

*This is a waiver and release of certain legal rights. Read it carefully.*

***This Waiver and Release must be signed by someone age 18 or older as of the date of ALL DRESSED UP -- either the participant or, if the participant will be under 18, by the participant's parent or legal guardian. Please complete and sign this Waiver and Release accordingly and bring it to All Dressed Up.***

I wish to participate in ALL DRESSED UP on March 3, 2018 at Madison College. I understand that I may be photographed and/or videotaped by a representative or agent of the Junior League of Madison ("JLM") and any local media while I am participating in All Dressed Up. I agree to this Waiver and Release with respect to the use of the photographs and/or videos ("Event Materials") including my name, school and year in school, place of residence, voice and/or likeness ("Publicity Information").

**Publicity.** I grant to JLM, its agents, assigns, licensees, and legal representatives the irrevocable, perpetual, world-wide right to use, an unlimited number of times, my Publicity Information in connection with the distribution and public display and performance of the Event Materials in any medium, including, but not limited to, distribution and public display and performance of the Event Materials on internet websites. This right shall extend to any and all uses of my Publicity Information in the Event Materials for any other lawful purposes.

**PLEASE CHECK ONE:**

- I am an adult of \_\_\_\_ years of age as of March 3, 2018. I have the legal capacity to sign this Waiver and Release with respect to my legal rights.
- I will be under 18 years of age as of March 3, 2018.

*If your 18th birthday is between now and March 3, 2018, do not sign until your birthday. If you are over 18 on March 3, you must sign for yourself, rather than having a parent/legal guardian sign.*

**PARTICIPANT'S REPRESENTATIONS SIGNATURE**

I represent that I am a competent adult at least 18 years of age.

PARTICIPANT'S NAME	
ADDRESS	
PHONE	
DATE	
SIGNATURE OF PARTICIPANT	

**Rights in Materials.** I waive any right to inspect or approve the Event Materials. JLM shall have the full right at its discretion to edit, modify, add to, and/or delete material or juxtapose any part of the Event Materials with any other materials. JLM shall not be obligated to use my Publicity Information in any Event Materials. I understand and acknowledge that neither I nor my parent or legal guardian shall acquire any intellectual property rights in the Event Materials.

**Release.** By signing below, I agree to the terms of the Release, including the terms of the Release of Liability, Indemnification and Assumption of Risk set forth on the reverse side,

**Intent to Be Bound.** I READ THIS AGREEMENT. I UNDERSTAND IT AND INTEND TO BE LEGALLY BOUND BY IT. I UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE I AM GIVING UP VALUABLE RIGHTS AND ASSUMING BINDING OBLIGATIONS AND RISKS. I AM SIGNING THIS WAIVER AND RELEASE VOLUNTARILY.

**PARENT OR LEGAL GUARDIAN'S REPRESENTATIONS AND SIGNATURE**

If the participant will be under 18 years of age as of March 3, 2018, the following section must be completed by her parent or legal guardian:

I am an adult 18 years of age or over and I am the parent or legal guardian of the participant. I have the legal capacity to execute this Waiver and Release for myself and on behalf of my child or legal ward, and to waive my and our legal rights.

PARENT/LEGAL GUARDIAN'S NAME	
ADDRESS	
PHONE	
DATE	
SIGNATURE OF PARENT OR LEGAL GUARDIAN	

## RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK

WARNING! READ CAREFULLY! IF YOU CHOOSE TO SIGN THIS WAIVER AND RELEASE,  
YOU WILL BE WAIVING IMPORTANT RIGHTS AND ASSUMING IMPORTANT RISKS AND RESPONSIBILITIES

I wish to participate in All Dressed Up sponsored by JLM for the opportunity for a free prom dress and accessories. I understand JLM wishes to protect itself to the fullest extent possible against being sued or held liable for injuries or damages sustained by participate in All Dressed Up, or be compensated for placing itself at risk of such lawsuits and liability.

I understand I am not required to sign this Waiver and Release. There are other places where I can go to shop for a prom dress and accessories. Or, if I wish to participate in All Dressed Up without signing this Waiver and Release, I may do so by paying \$200 to JLM. If I choose to sign this Waiver and Release in return for being permitted to participate in All Dressed Up without charge, I agree as follows:

1. Release. I fully and finally release JLM, its officers, directors, members and agents from all claims and liabilities for any damages or injuries I may suffer in connection with participating in All Dressed Up, except I do not release claims for damages or injuries caused intentionally. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or personal injury (including death) I may suffer by participating in All Dressed Up, even if caused by the negligence or other improper (but non-intentionally wrongful) conduct of JLM or any other person or entity, including, but not limited to, claims of defamation and violation of rights of publicity or privacy in the use by JLM of my Publicity Information and the Event Materials. I understand that my participation in All Dressed Up might involve risks of property damage, personal injury and death, and I consciously assume and take full responsibility for those risks and any resulting injuries or damages. I understand these risks include, but are not limited to, the following:

Dresses slipping from hangers or alteration pins falling to the floor, fitting room mirrors accidentally tipping over and glass shattering, potential privacy issues in fitting room area as rooms are created by pipe & drape curtains lacking total privacy.

2. Covenant Not to Sue. I will never assert any claim or lawsuit based on any of the claims or matters released in paragraph 1 against JLM or any other person or entity. I will fully indemnify and defend JLM and its officers, directors, members and agents against, and hold them harmless from, any liabilities or costs (including attorney's fees and other defense costs) they may incur as a result of any such claim or lawsuit, whether brought by me or by any other person or entity.

3. Assumption of Risk. I assume all risk of any property damage, injury or death I may sustain while participating in All Dressed Up.

4. Reliance. I understand JLM is relying on the agreements and representations I make in this Waiver and Release. I understand JLM would not permit me to participate in All Dressed Up, unless I make the agreements and representations I am making here.

5. Medical Care. I authorize JLM to seek all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while participating in All Dressed Up, if I cannot authorize such care for myself.

6. Scope. I sign this Waiver and Release, and grant the release in paragraph 2, on behalf of myself and my estate, heirs, beneficiaries, survivors, personal representatives, agents and successors.

7. Duration. This Waiver and Release, including the release set forth in paragraph 1, will apply and remain in effect whenever I participate in All Dressed Up, until I cancel it by delivering written notice of cancellation to JLM, or until it is cancelled by JLM by delivering written notice of cancellation to me.