

## **U.S. FINALS VIDEO/PHOTOGRAPHY PARTICIPANT RELEASE, INDEMNITY AND NON-DISCLOSURE**

I, \_\_\_\_\_, for and in consideration for my engagement as a participant in one or more photography and/or video to be photographed and/or filmed by Varsity Spirit, LLC or its parents, subsidiaries, affiliated organizations, agents, successors, licensees and assigns (collectively "Varsity") for the 2019 – 2020 U.S. Finals hereby grant Varsity a perpetual, worldwide, irrevocable, royalty-free, fully paid up right and license to make photographs, videos, portraits and/or audiotapes (collectively, "Materials") of me on agreed upon dates and to use without limitation the Materials alone or in connection with others, throughout the universe. I further agree that Varsity has the sole right to edit, crop, or incorporate the Materials in any production in any manner of media at any time, including promotion and advertising.

I hereby waive any right to inspect or approve the finished Materials that may be used. Varsity shall be the sole and exclusive owner of all Materials and media that the Materials may be incorporated, and shall own all right, title and interest in and to the Materials and such media to the fullest extent possible under applicable law.

I hereby assign and agree to assign to Varsity Spirit or its designee, without further consideration, my entire right and interest in and to all Materials, whether presently existing or created in the future, including all rights to obtain, register, and enforce patents, copyrights, mask work rights, and other intellectual property protection. I agree to execute all documents reasonably necessary to perfect such intellectual property rights and assignment of those rights to Varsity or its designee, and to assist Varsity in protecting and/or enforcing those rights.

I hereby release, discharge and agree to save harmless Varsity, in whole or part, from and against any liability as a result of unintentional or incidental distortion, blurring, or alteration, optical illusion, or use in composite form either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of the finished Materials, its publication or distributions of the same.

In the event of illness or injury, I authorize Varsity to obtain necessary medical treatment on my behalf and further acknowledge and understand that I will be responsible for any and all related bills that may be incurred on my behalf for any illness or injury that I may sustain during any photography/film session and while traveling to and from the site for any photography/film session.

I hereby agree to abide by any rules established by Varsity during any photography/film session, and that my failure to abide by any rules can result in dismissal from the photography/film session.

I hereby agree that I shall not be considered an employee of Varsity for any purposes and shall not claim, receive, or be entitled to receive any other payments or benefits, health care program or workers' compensation, in connection with the photography/film session or performance of services in relation to this agreement (other than those awarded in connection with the 2019-2020 U.S. Finals Model Search ("Model Search")).

On behalf of my heirs, executors and administrators, I forever discharge Varsity of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with a photography/film session, and further agree to indemnify and hold Varsity harmless against any and all such liabilities, claims, actions, damages costs or expenses, including, but not limited to, attorneys' and other professionals' fees and disbursements, including any claims based on the negligence, action or inaction of Varsity and bodily injury (including death) and property damage, loss or theft (including any personal property I may bring to a photography/film session whether or not used in conjunction with the photography/film session), whether caused or suffered by me before, during, or after such participation.

I hereby agree to maintain the confidentiality of each photography/film session, including my participation, until such time as I am informed that it is permissible to disclose such information. I hereby agree and acknowledge that the confidential information of a photography/film session is valuable property of Varsity and that, in the event of the unauthorized use or disclosure of confidential information, Varsity will suffer irreparable injury not compensable by money damages for which Varsity will not have an adequate remedy at law. Accordingly, in any action or proceeding to enforce the provisions of this agreement, Varsity shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual.

I hereby agree this agreement shall be governed by and construed in accordance with the laws of the State of Texas. I hereby irrevocably consent to the jurisdiction of the state and federal courts located in Dallas County, Texas, in any action arising out of or relating to this agreement, and waive any other venue to which I might be entitled by domicile or otherwise.

This agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter; provided, however, the rules of the Model Search shall continue to be in effect. This agreement is not, however, to limit any rights that Varsity may have under trade secret, copyright, patent or other laws that may be available to Varsity. This agreement may not be amended or modified except in writing signed by each of the parties. This agreement shall be construed as to its fair meaning and not strictly for or against either party.

I hereby warrant that I am over the age of eighteen (18), (nineteen (19) years of age if a resident of Alabama), and competent to contract my own name in this agreement. If I am a minor, my parent or legal guardian agrees to assume the risk on my behalf.

I am signing this agreement freely and voluntarily and in executing this agreement, do not rely on inducements, promises or representations by Varsity.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**APPROVAL/CONSENT OF PARENT/LEGAL GUARDIAN:**

Minor's Name: \_\_\_\_\_  
Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent's Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_