

**PARTICIPANT RELEASE, INDEMNIFICATION AND
ASSUMPTION OF RISKS AGREEMENT**

As the parent or legal guardian of the minor child _____ (name of minor child), I have decided to enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the "Agreement") as the adult legal "Participant" as a condition of, and for other good and valuable consideration, authorizing the minor child to participate in activities or events (the "Event") held by The Boys and Girls Club of Palm Beach County at Florence De George Club, 4105 Pinewood Ave., West Palm Beach, Fl. 33407, on July 10, 2019. The Event includes Warner Bros. TV Production Services Limited ("Warner") filming the Palm Beach County Youth Services Spelling Bee, as well as some segments on private property. County may also take photographs and/or video/audio recordings during the Event. The Participant acknowledges and agrees that visual and/or audio recordings and still images of the minor child and/or Participant (collectively the "Photography") may be made; and the Photography and the child's name, voice, image, likeness and biographical information may be used in the Warner Production or by County. Participant acknowledges and agrees that Warner will own the Photography which may be used in the Warner Production or used by Warner in other productions and that the County has no responsibility for or liability for Warner's use of the Photography or portrayal of Participant or the child in the Warner Production or any other production. Participant acknowledges and agrees that County will own its Photography and can use the Photography for any purpose, in its sole discretion.

Release and Indemnification: I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, mental anguish or illness, death and property damage, which arise directly or indirectly from my and my child's participation in, observation of, or attendance at, the Event, or related to County or Warner's use of the Photography or Warner's portrayal of me or the minor child in the Warner Production or any other production; whether caused, in whole or in part, by me, any invitee, permittee, or third-party, or by the County based on strict liability or negligence of any kind.

Assumption of Risks: I understand, accept, and expressly assume in full all risks relating to the participation in the Event at the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage. The County takes no responsibility and Participant assumes all risks regarding Warner's use of the child's and your image, name, likeness, photograph, video, voice, electronic images or the contents of the program and video produced by Warner. Participant acknowledges that the final product is solely in the discretion of Warner.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights for myself and my child. Any reference to the "County" in this Agreement shall mean Palm Beach County, a political subdivision of the State of Florida, its officers, officials, employees, agents, representatives, participants, permittees in their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my children or children that I have guardianship of, my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Event and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND

AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Name of Participant (please print)
(Parent/Legal Guardian)

Address of Participant

Signature of Participant

Date

Name of Minor Child

Witness

Witness