



Waiver of Liability, Release, and Grant of Rights for the Maries County Fair Guitar Hero Tournament

In Consideration for my being allowed to enter and participate in the Guitar Hero Tournament, my signature on this form signifies that I have read, understand, and will abide by this agreement

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns and anyone else who might sue on my behalf, I hereby waive, release, and forever discharge The Maries County Fair, all Guitar Hero Tournament producers, staff officials, contractors, vendors, organizers, Guitar Hero Tournament administrators, sponsors, volunteers, all other persons or entities involved on the Guitar Hero Tournament, the State, cities, town, and other government bodies and locations in which the Guitar Hero Tournament takes place, and all their affiliated entities, employees, agents, representatives, and directors thereof (all collectively known as the "Guitar Hero Tournament Organizers") from all claims, actions, suits, and demands, whatsoever in law or in equity, including, but not limited to, death or injury from participating in the Guitar Hero Tournament, the risk of loss of personal property by theft or otherwise, including any claims for the provisions of first aid, medical care, medical treatment, or medical decisions and I further agree to indemnify, defend and hold harmless the Guitar Hero Tournament Organizers from any and all of the above such claims, actions, suits, and demands.

Further, I hereby grant full permission for the Guitar Hero Tournament Organizers to record any and all of my participation, performance, name and likeness in the Guitar Hero Tournament for photos, motion pictures TV, radio, internet, recordings, videotapes, and other media known or unknown, and to use them in perpetuity, no matter by whom taken or recorded in any manner for publicity, promotions, advertising, trade, entertainment, or other commercial purposes without limitation, without any reimbursement of any kind do to me, or the need to pay me any fee whatsoever. I agree that the Maries County Fair will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the recordings and the results and proceeds of my performance and participation hereunder ("Materials"). I agree that the Materials shall constitute "Work made for hire" pursuant to the United States Copyright Act. To the extent any of the materials are not considered a "work made for hire". I hereby assign all rights in the Materials to the Maries County Fair in perpetuity, such assignment shall be deemed irrevocable and coupled with an interest

I hereby agree that this waiver of Liability, Release, and Grant of Rights Agreement Extends to all acts of any Guitar Hero Tournament Organizer and is intended to be as broad and inclusive as is permitted by the applicable law of the State of jurisdiction which the Guitar Hero Tournament in conducted and that if any portion thereof is held invalid, the balance shall, not withstanding, continue in full force and effect.

I Represent and warrant that (*CIRCLE ONE*) **I AM / I AM NOT** at least 18 years of age.

Signature: _____

Print Name: _____

Address: _____

Phone: _____

Email: _____

If participant is under 18 years of age, parent or guardian must also sign below:

I represent that I am parent/legal guardian of the minor named above and I agree that the grant and release contained above binds us and said minor to the term thereof

Signature: _____

Print Name: _____