

# *Let's Glo Rangers Rally Event*

**3/30/2012**

I am agreeing to participate in the Let's Glo Rangers Rally Event ("event") on March 30, 2012. The event is being facilitated by the CITY OF ARLINGTON, Texas ("CITY") and the ARLINGTON CONVENTION AND VISITOR'S BUREAU ("BUREAU") and I am hereby granting CITY and BUREAU the following:

I hereby grant the CITY and BUREAU the irrevocable right and permission, throughout the world, in connection with the photographs or film/video footage that have been taken of me, or in which I may be included with others, the following: (a) the right to use and reuse, in any matter at all, said photographs & film/video footage, in whole or in part, modified or altered, either by themselves or in conjunction with other photographs or film/video footage, in any medium or form of distribution, and for any purposes whatsoever, including, without limitation, all promotional and advertising uses, and other trade purposes, as well as using my name in connection therewith, if the CITY or BUREAU so desires; and (b) the right to copyright said photographs & film/video footage in the CITY's or BUREAU'S name. I waive the right to inspect or approve any use thereof.

I also acknowledge that the CITY and BUREAU have the right to assign such rights and may assign this right to Guinness World Records (GWR) in an attempt to have the event recognized as a world record. That if so assigned, GWR will have the right to use any photographs or film/video sent to them of the event and that you waive any and all claims against GWR, its licensees and assignee, based upon rights of publicity or privacy.

I hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY and BUREAU and all of its officials, officers, agents, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or

debt of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with the activities. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the negligence of myself and/or the CITY and/or BUREAU or any of its officers, officials, agents, employees or invitees, in both their public and private capacities. It is my express intention that the indemnity provided for in this paragraph is indemnity by me to indemnify and protect the CITY and BUREAU from the consequences of the CITY's and/or BUREAU own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage or whether said negligence is sole negligence, comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence, or any other form of negligence. Also it is understood by me that such indemnity is indemnity by me to indemnify and protect the CITY and/or BUREAU from any liability, claims, suits, losses, damages or causes of action due to the CITY's and/or BUREAU's negligence, error or omission, or the negligence, error or omission of myself or any other person(s).

It is further agreed that the execution of this WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT will not constitute a waiver by the CITY and/or BUREAU of the defense of governmental immunity where applicable or any other defense recognized by the courts of the State of Texas.

THAT I, the undersigned, for and in consideration of the privilege of participating in the Let's glo rangers event, do hereby release and discharge the CITY and BUREAU from any and all claims, actions and demands arising out of or in connection with this event. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS OF THE RELEASE. FOR A MINOR THE PARENT OR GUARDIAN MUST PRINT NAME OF MINOR AND THEN SIGN AS THE PARENT OR GUARDIAN.