

**RELEASE, INDEMNITY AND AUTHORIZATION TO PHOTOGRAPH, RECORD AND REPRODUCE (Minor)**

**Performance Group:** Boone High School Concert Choir

**Event:** 2017 Candlelight Processional - Epcot

**Date(s) of Event(s):** Tuesday, December 05, 2017 and Thursday, December 07, 2017 and Thursday, December 28, 2017

In consideration of the acceptance of my participation in the Event described above, I agree to the following:

**I AGREE TO ASSUME THE RISKS** incidental to participation in the Event and, on my own behalf, and on behalf of my heirs, executors and administrators, **RELEASE** and forever discharge Disney, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in such activity, and further agree to indemnify and hold Disney 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. I understand that this release and indemnity agreement includes, without limitation, any claims caused or suffered by me and any claims based on the negligence, action or inaction of Disney and covers bodily injury (including death) and property damage, loss or theft (including any personal property I may bring to the Event whether or not used in conjunction with the Event), whether caused or suffered by me before, during, or after such participation. I further authorize first aid or other medical treatment for myself, at my cost; however, it is acknowledged that Disney shall have no duty, obligation or liability arising out of the provision of, or failure to provide, first aid or other treatment.

I grant Disney the right and exclusive license to make, edit and modify, use and re-use, reproductions, photographs, and recordings (audio, visual and audio/visual) of the likeness, voice and sounds of me at the Event, as well as my name and biographical information, in any manner Disney may desire, in all forms and media, whether now known or hereafter devised, throughout the universe, in perpetuity, without the need to obtain further authorization or consent from myself, without additional compensation to myself or subject to any condition, reservation or limitation whatsoever (collectively, the "Reproduction Rights"). Disney shall not have any obligation to exercise or exploit any of the Reproduction Rights nor shall Disney have any obligation to accord me any credit in connection any use of the Reproduction Rights. Each photograph, videotape, recording or other work created by or resulting from the making, editing, modifying, use, re-use, exercise or exploitation of the Reproduction Rights shall be a work for hire, Disney shall be deemed the sole owner of all Reproduction Rights, including any copyright and/or trademark rights (and all related applications, registrations and renewals) and, without limiting the foregoing, I assign to Disney all Reproduction Rights. I agree to comply with any Event rules or other directions or instructions given to me by Disney.

As used in this release and indemnity agreement (this "Agreement"), "Disney" shall mean the Walt Disney Parks and Resorts U.S., Inc., Walt Disney World Resort, Walt Disney World Entertainment, Disney Destinations, LLC, Disney Vacation Development, Inc., Disney Business Productions, LLC, ABC News and their parent, related, subsidiary, and affiliated companies, and the officers, directors, employees, agents, representatives, successors, and assigns of each. I represent and warrant to Disney that I am 18 years of age or older and that I have the full right, power, capacity and authority to execute this Agreement on behalf of myself. I acknowledge that I shall not receive, or be entitled to receive, any payment, compensation or consideration (other than Disney's willingness to accept my participation in the Event and any in-kind consideration I may receive contemporaneously with the Event) in connection with the Event, this Agreement, or Disney's exercise of the Reproduction Rights it being understood that Disney is relying on this Agreement as a material inducement in accepting my participation. No union, guild or any other such association or group has jurisdiction over this Agreement or my participation in the Event and this Agreement shall not be submitted to, or subject to, certification or approval by any such organization. Disney's rights, including Reproduction Rights, shall be free of any residual impairment, obligations or costs. This Agreement shall be binding upon me and my heirs, personal representatives and assigns, and shall be governed by and construed under the laws of the State of Florida without regard to conflicts of law principles. Venue for any legal action arising out of or pursuant to this Agreement shall be in Orange County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, or, if appropriate, in the Federal District Court for the Middle District of Florida, Orlando Division. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF DISNEY (THAT IS, WALT DISNEY PARKS AND RESORTS U.S., INC., WALT DISNEY WORLD RESORT, WALT DISNEY WORLD ENTERTAINMENT, DISNEY DESTINATIONS, LLC, DISNEY VACATION DEVELOPMENT, INC., DISNEY BUSINESS PRODUCTIONS, LLC, ABC NEWS AND THEIR PARENT, RELATED, SUBSIDIARY, AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS OF EACH) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM DISNEY HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE NOTICE ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOU ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM DISNEY.

**For those persons under the age of eighteen (18) years:** I hereby consent, agree to and ratify the terms of this Agreement as the parent/legal guardian of the minor child(ren) identified below, in which case "I," "me," "my," and "myself" as used herein shall jointly and severally refer to said minor child(ren) and me as the parent/legal guardian of such child(ren) and, without limiting the terms of this Agreement, I will also indemnify and hold Disney harmless from any claim, liability, loss or expense of any kind arising out of any contest, challenge, disaffirmation or revocation of this Agreement.

**Persons over eighteen (18) years of age:** I am signing and agreeing on my own behalf and, if applicable, on behalf of person(s) under the age of eighteen (18) years identified at the bottom of this document:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

Print Name: \_\_\_\_\_

If Event participant(s) is/are under eighteen (18) years of age, also print name(s) below:

Print Name: \_\_\_\_\_