



**NORWALK HIGH SCHOOL MUSIC DEPARTMENT
BATTLE OF THE BANDS WAIVER & RELEASE AGREEMENT**

I, _____, (Performer's Name), hereby acknowledge that I am voluntarily participating in the Norwalk High School Battle of the Bands ("Event") organized by the Norwalk High School Music Department on November 16 & 17, 2023 (Event Dress Rehearsal & Event Date).

I understand that there are inherent risks and the potential for accidents and injuries associated with participating in the Event. Despite being aware of these risks, and in consideration for being allowed to participate in the Event on the specified dates, I hereby waive, release, and discharge any and all claims for damages, including death, personal injury, or property damage, that I may have now or in the future against the Norwalk High School Music Department, Norwalk-La Mirada Unified School District, their elected and appointed officers, officials, employees, agents, and volunteers (collectively referred to as "Organizers"), arising from or connected in any way with my participation in the Event. This waiver applies even if such liability arises from the negligence or carelessness of the Organizers. I also understand and agree that this agreement is binding on my heirs and assigns.

I hereby grant the Organizers the right to photograph or video-record me during the Event and to use my photographed or video-recorded likeness, including any image, silhouette, or reproduction of my voice or appearance taken during or in connection with the Event ("Likeness"), for any purpose, including publicity and promotion of the Norwalk High School Music Department, Norwalk-La Mirada Unified School District, and their events. This includes the creation or production of materials in any form for such purposes. I waive any claim of entitlement to any license fee or royalty of any kind from the Organizers. Furthermore, I waive any right to the intellectual property of my Likeness. The rights granted to the Organizers under this agreement shall not expire.

I also agree to indemnify, defend, and hold harmless the Organizers from any and all claims, liabilities, losses, damages, expenses, and costs (including litigation costs and fees) of any nature, including but not limited to property damage, bodily injury, or death. This indemnification extends to any person or entity, whether members of the public visiting the Event, employees of the Organizers, other performers or exhibitors at the Event, or others, arising from or connected with my preparation, presentation, or performance at the Event, my actions or inactions at the Event, persons performing services for me at the Event, or any equipment, machinery, or items displayed or used by me for the Event. This indemnification does not apply to claims, liabilities, losses, damages, expenses, or costs caused solely by the Organizers' negligence or willful misconduct.

I acknowledge that no oral representations, statements, or inducements apart from this Waiver and Release Agreement have been made by the Organizers or anyone else regarding the subject matter of this agreement. This Waiver and Release Agreement is intended to be broadly construed to the fullest extent permitted by the laws of the State of California. If any portion of this agreement is deemed invalid by a court of competent jurisdiction, the remaining provisions shall continue in full legal force and effect.

I have read this Waiver and Release Agreement carefully and fully understand its contents. By signing below, I acknowledge that I am voluntarily giving up valuable legal rights. I knowingly and voluntarily waive these rights of my own free will.

Performer's Name: _____

Signature: _____

Date: _____

IF PERFORMER IS 18 YEARS OF AGE OR OLDER:

Signature: _____ Date: _____

IF PERFORMER IS UNDER 18 YEARS OF AGE (“MINOR PARTICIPANT”):

Name of Minor Performer: _____ Date: _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

