

90+ Project Waiver

TALENT RELEASE FORM(Form 7285)

The undersigned enters into this Agreement with 90+ Project, herein referred to as Producer. I have been informed and understand that 90+ Project is producing a videotape program and that my name, likeness, image, voice, appearance and/or performance is being recorded and made a part of that production.

1. I grant 90+ Project and its designees the right to use my name, likeness, image, voice, appearance, and performance as embodied in the Product whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Product in whole or part as 90+ Project may elect. 90+ Project or its designee shall have complete ownership of the Product in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in the Product or its copyright.

2. I also grant 90+ Project and its designees the right to broadcast, exhibit, market, sell and otherwise distribute the Product, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution, Internet or any other purpose that 90+ Project or its designees in their sole discretion may determine. This grant includes the right to use the Product for promoting or publicizing any of the uses.

3. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to their parties, and that 90+ Project has no financial commitment or obligations to me as a result of this Agreement. I hereby give all clearances, copyright and otherwise, for use of my name likeness, image, voice, appearance and performance embodied in the Product. I expressly release and indemnify 90+ Project and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted 90+ Project herein are perpetual and worldwide.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (AGREEMENT) Form 3742

In consideration of participating in the sport of Dart Wars represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risk of serious bodily injury which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my own participation in the activity. I understand that the rules set by 90+ Project must be followed at all times while inside the premises and failure to abide by the rules will result in penalties at my own expense. I hereby release, discharge, and covenant not to 90+ Project, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and in applicable, owners and lessors or premises on which the activity takes place, (each considered on of

the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the "releases" or otherwise, included negligent rescue operations; and I further agree that if, despite this release, waiver or liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the RELEASES, I will indemnify, save, and hold harmless each of the RELEASES from any loss, liability, damage, or cost which any may incur as the result of such claim.

PARENT CONSENT

I, the minor's parent and /or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNITY AND SAVE AND HOLD HARMLESS each of the RELEASES from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the RELEASES or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above RELEASES, I WILL INDEMNITY, SAVE AND HOLD HARMLESS each of the RELEASES from any litigation expenses, attorney fees, loss liability, damage, or cost any RELEASES may incur as the result of any such claim. The signatures on the following document (5674) binds the signee(s) to all consents, releases and waivers as spelled out on forms 3742 and 7285. All video, images, and products are property of 90+ Project. All rights reserved.

I have read this RELEASE AND WAIVER OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (FORM AT 3742) and have also read the TALENT RELEASE FORM (FORM 7285). I understand that I have given up substantial rights by signing and have signed freely and without any inducement.

Name: _____

Signature: _____

Date: _____