

## The 2008 Laura Branigan "Spirit Of Love" Memorial Gathering

# GENERAL RELEASE

### PLEASE READ CAREFULLY

This **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND WAIVER OF CLAIM AGREEMENT** (hereinafter the "Agreement"), is entered into by and between \_\_\_\_\_ ("Participant"), and Other Half Entertainment and any and all employees or those commissioned on behalf of Other Half Entertainment. As used in this Agreement, the term "Participant" shall include the parent or legal guardian in the case of a Participant who is under the age of eighteen (18).

**WHEREAS**, Participant, recognizing that he/she is voluntarily participating in the event **despite all known and unknown risks** as a result of his/her attendance and participation in the event; and

**WHEREAS**, Participant understands that this Agreement is a **general release** barring Participant from bringing any claim for personal injury and/or death which is any way related to the scheduled event; and

**NOW, THEREFORE**, in consideration of being permitted to participate in the scheduled event, Participant expressly and freely agrees as follows:

1. To **ASSUME ALL RISK** of personal injury and/or death arising from participation in the scheduled event.
2. To, at all times, **CONDUCT HIM/HERSELF** in a respectful and professional manner during the event. If at any time, the Other Half Entertainment staff deems any activity by the participant to be inappropriate, disrespectful, lewd, or acting in any other manner that disrespects, attacks, or slanders Laura Branigan, other participants, or Other Half Entertainment, it is the sole discretion of the staff to ask the individual to immediately leave the event, and in such circumstance, participant hereby forfeits any claim to reimbursement or refund of fees paid.
3. To understand that the **SALE OR TRADE OF UNAUTHORIZED, ILLEGAL OR "BOOTLEG"** copies of Laura Branigan material of any kind is strictly prohibited at the event. If at any time, unauthorized, illegal, or "bootleg" material is discovered as being traded or sold during the event, those involved in the trade, purchase or sale of such material will be asked to immediately leave the event, and in such circumstance, participant hereby forfeits any claim to reimbursement or refund of fees paid.
4. To follow all guidelines set forth by the Other Half Entertainment staff for participation in the event.

5. To **WAIVE** any and all claims that participant may have in the future against Other Half Entertainment, its officers, agents, employees, assigns, directors, shareholders, affiliated entities, subsidiaries, all insurers, and all sponsors and/or the family of Laura Branigan for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's participation in the scheduled event, **due to any cause whatsoever, including but not limited to negligence** on the part of Other Half Entertainment, its officers, agents, employees, assigns, directors, shareholders, affiliated entities, subsidiaries, all insurers, all sponsors, any entity or person hired or volunteering to perform any function with respect to **THE 2008 LAURA BRANIGAN "SPIRIT OF LOVE" MEMORIAL GATHERING** and/or the family of Laura Branigan.
  
6. To **RELEASE FROM LIABILITY AND HOLD HARMLESS**, Other Half Entertainment, its officers, agents, employees, assigns, directors, shareholders, affiliated entities, subsidiaries, all insurers, and all sponsors and/or the family of Laura Branigan, as well as other event participants, for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's participation in the scheduled event, **due to any cause whatsoever**, including but not limited to negligence on the part of Other Half Entertainment, its officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, all sponsors or any entity or person hired or volunteering to perform any function and/or the family of Laura Branigan, or any other event participant, with respect to any activity, portion of activity, transport to and/or from any activity or portion of activity or other material aspect of **THE 2008 LAURA BRANIGAN "SPIRIT OF LOVE" MEMORIAL GATHERING**. Participant agrees to submit to the personal and exclusive jurisdiction of the State or Federal Courts in the State of Pennsylvania and in no other jurisdiction.
  
7. To give permission to Other Half Entertainment for any images or likenesses of the Participant, including but not limited to, photographs, video, or audio, taken, captured, or recorded during regular and/or special event activities through analog or digital means, to be used solely for the purposes of future promotional material and/or publications, both in print and electronic media, and that Participant waives any rights of compensation or ownership thereto.

**I, the undersigned Participant, having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon me, my heirs, assigns, and next of kin.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

(Required if Participant is under 18 years of age)

Parent/Legal Guardian Printed Name: \_\_\_\_\_