



Present

## The Laura Branigan Spirit Of Love Memorial Gathering 2016

# 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). As used in this Agreement, the term "Event" shall refer to **THE LAURA BRANIGAN SPIRIT OF LOVE MEMORIAL GATHERING 2016** and its times, dates, and locations as set forth by Other Half Entertainment.

**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 Event; and

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

1. To **ASSUME ALL RISK** of personal injury and/or death arising from participation in the 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 staff(s) of the host hotel, host locations, and Other Half Entertainment 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, the entities and staff of any Event location or hotel, 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

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, all entities and/or persons, either hired or requested to volunteer, any service or function on behalf of and for the benefit of the Event, including, but not limited to, the handling of any material related to the Event, any activity, portion of activity, the transport or acceptance of the transportation service of another person or entity related to the Event either to or from any activity or portion of activity, or other material aspect of the Event, or any other service or function requested of the Participant with respect to the Event 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, the entities and staff of any Event location or hotel, 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 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, all entities and/or persons, either hired or requested to volunteer, any service or function on behalf of and for the benefit of the Event, including, but not limited to, the handling of any material related to the Event, any activity, portion of activity, the transport or acceptance of the transportation service of another person or entity related to the Event either to or from any activity or portion of activity, or other material aspect of the Event, or any other service or function requested of the Participant with respect to the Event and/or the family of Laura Branigan. 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. In order to protect the privacy of any current residents of the private community property formerly occupied by Laura Branigan, participant agrees that at no time shall any personal photographs he/she may take or obtain of the said property be distributed in any way, shape, or form to any other person via the Internet or associated electronic or non-electronic means of transmission and delivery.
8. 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: \_\_\_\_\_