



LIABILITY WAIVER & PHOTO RELEASE

The Audition (the "Audition"): 2020 Dallas Cowboys Rhythm & Blue ("DCR&B") Auditions _____

Full Name (the "Participant"): _____

In consideration of the Participant's right to participate in the Audition, I agree as follows:

- 1) By signing below, I warrant that I am at least eighteen (18) years of age or will be by June 6, 2020.
- 2) I acknowledge that participation in the Audition involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with participation in the Audition. I acknowledge that I am responsible for any and all medical expenses due to illness or injury in connection with the Audition.
- 3) I acknowledge that the Audition may involve strenuous and hazardous physical activities and I certify that I am in excellent physical health and have no physical limitations, medical ailments, physical or mental disabilities that would prevent the me from participating in the Audition. I grant permission to the Released Parties to provide emergency medical treatment if needed.
- 4) **I hereby indemnify, hold harmless, agree not to sue, and release: Dallas Cowboys Rhythm & Blue organization, Dallas Cowboys Football Club, Ltd., the National Football League, Blue Star Operations Services, LLC, with regard to events held at AT&T Stadium: Cowboys Stadium, L.P., Legends Hospitality, LLC, with events held at The Star: the operating entities for the Dallas Cowboys world headquarters and training facility, a multi-use event center and entertainment destination commonly referred to as "The Star", any participating agencies, and each of the forgoing entities' directors, officers, subsidiaries, affiliates, owners, joint venturers, partners, employees, agents, members, volunteers, and corporate sponsors both as organizations and each person individually (collectively, the "Released Parties") from any and all liability for all claims, demands, losses, damages and costs, including reasonable attorneys' fees, that arise out of or in connection with any personal injury, even injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in the Audition. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Released Parties for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin, including negligence of the Released Parties, and I covenant that no insurers shall hold any right of subrogation against the Released Parties. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.**
- 5) I acknowledge that as part of the Auditions, I will be required to submit photographs and/or videos of myself. I authorize the Released Parties to take photographs and videotapes and to record my voice, conversation and other sounds during and in connection with the Audition. I acknowledge that the Released Parties shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings I submit to DCR&B or that DCR&B takes of me and may use them forever and throughout the world in any manner without compensation to me. I authorize the Released Parties to use my name, voice, likeness, and any biographical facts provided to the Audition in advertising and promoting the Released Parties without further compensation.
- 6) I acknowledge and agreed that the Released Parties will be collecting personal data about the Participant. I have reviewed the Released Parties' privacy policy statement at www.dallascowboys.com/privacy. By participating in the Audition, Participant hereby agrees to all of the terms and conditions of the privacy statement of the Released Parties.
- 7) I acknowledge that by signing this release I will be forever prevented from suing or otherwise claiming against the Released Parties for any property loss or personal injury that may be sustained while participating in or preparing for the Audition. This release shall be governed and construed in accordance with the laws of the state of Texas.
- 8) I acknowledge that, if selected, I will be required to submit to a background check and drug screen and that decisions regarding employment may be based upon the results.
- 9) I acknowledge that I have read and understand this release fully, understand its contents, and I am aware that by signing this release I am waiving certain legal rights which me or my heirs, next of kin, executors, administrators and assigns may have against the Released Parties.
- 10) I have signed this release of my own free will.

PARTICIPANT MUST SIGN AND COMPLETE INFORMATION BELOW

SIGNATURE: _____

PRINT FULL NAME: _____

DATE: _____

PHONE: _____ **E-MAIL:** _____