

STORM RELEASE WAIVER FOR MINOR

PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

Minor's Name: _____

Parent/Guardian's Name: _____

Telephone Number: _____ E-mail _____

Date of Event: April 21 – 23rd, 2011

In consideration for allowing my Minor to participate in Dance Troupe Auditions at the Epicenter Athletic Club and possibly the Alderwood Mall, on the date specified above, (hereinafter referred to as the "Event"), sponsored and staged by the Women's Basketball Club of Seattle, LLC, d/b/a The Seattle Storm, (hereinafter referred to as the "Storm"), I, as the parent and/or legal guardian of Minor, for myself, and on behalf of Minor and his/her parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. Minor is under 18 years old and I am 18 years of age or older. I acknowledge that Minor is not required to participate in the Event and that his/her participation is voluntary and solely for his/her enjoyment. I understand that said Minor can withdraw from the Event at any time. Neither Minor nor I will be compensated by the Storm for Minor's participation in the Event. We understand and acknowledge that Minor's participation in the Event may require him/her to engage in physical activity that may be strenuous and/or potentially dangerous and expressly assume the risks of illness, injury, and death inherent in any form of physical activity. Neither Minor nor I are aware of any reason, medical or otherwise, why Minor should not participate in the Event, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to Minor and/or me, of having Minor participate in the Event.**
2. **MINOR AND I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND I COVENANT NOT TO SUE, THE STORM** and their respective partners, owners, stockholders, directors, officers, employees, agents, representatives, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which Minor and/or I may have or hereafter have against the Indemnified Parties by reason of any injuries that Minor may sustain, whether to his/her person and/or property, as a result of or incident to the Indemnified Parties' negligence (whether active or passive), Minor's participation in the Event, and/or any and all risks assumed by Minor and/or me hereunder.

3. I agree that if Minor and/or I, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.
4. Minor and I hereby authorize and grant the right to the Storm and/or anyone authorized by or acting on behalf of the Storm to use, reproduce, publish, and depict Minor's name, voice, and/or likeness, in any manner that the Storm deems necessary or appropriate, in all media, worldwide in perpetuity, in and in connection with the production, distribution, marketing promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Event and/or the Storm, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Event and/or the Storm.
5. **WE UNDERSTAND THAT BY SIGNING THIS RELEASE WE ARE GIVING UP MINOR'S AND MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES THAT MINOR AND/OR I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES, MINOR'S PARTICIPATION IN THE EVENT, AND/OR ANY RISKS ASSUMED BY MINOR AND/OR ME HEREUNDER.**
6. This Release shall be governed by and construed in accordance with the laws of the State of Washington.

I have read this release and agree to all of its terms.

Dated: _____

Parent/Guardian Signature: _____

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of Washington that I am the parent or legal guardian of Minor and that I am duly authorized to execute this Release on his/her behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the Event, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

Dated: _____

By: _____

Name: _____