

Youth Talent Showdown 2005

RELEASE AND WAIVERS

As a condition of being permitted to compete in Youth Talent Showdown 2005, (hereinafter called "Contest"), I,

_____, (hereinafter also called "the Contestant"), acknowledge compliance with, and agree to be bound by, the Rules and Regulations (which may be amended or varied at any time without notice), and the following:

- i. I agree, on behalf of myself, or as the legal guardian of the minor Contestant, to indemnify, save harmless and release the Organizers (VCBIA, Chinatown Next, and the City of Vancouver), their Board of Directors, employees, volunteers, contractors, agents, sponsors, associates, successors, and assigns, from and against any and all losses, damages, rights, personal injuries, death, claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, including, without limitation, rights of privacy and publicity, which the Contestant may suffer or incur as a result of the Contestant's participation in the Contest, howsoever caused, and whatsoever that the Contestant, his/her heirs, representatives, executors, administrators, or any other persons acting on the Contestant's behalf or on behalf of the Contestant's estate have or may have by the Contestant's participation in the Contest.
- ii. I agree that the time, manner, and method of determination of the winner of the Contest, shall solely be within the discretion of the Organizers, and the Organizers reserve the right to substitute any and all prizes.
- iii. I understand that the Organizers reserve the right of final decision on any matters pertaining to Youth Talent Showdown 2005 that are not covered by the stated rules, including and not limited to, in the Organizers' sole discretion, may disqualify any individual who is found to have tampered in any way with the operation of the Contest, and/or the right to cancel or suspend this Contest without any prior notice.
- iv. I also agree to participate in any promotional activities arranged by the Organizers and to obey the reasonable and lawful directions of the Organizers, and I am responsible for my own expenses as the result of my participation in the Contest.
- v. I irrevocably grant to VCBIA, perpetually, exclusively, and for all media throughout the world (including printing materials, internet and any other electronic medium presently in existence or invented in the future), the right to photograph/video tape, and use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage of me taken at my participation at Youth Talent Showdown 2005, for purposes of publicizing, promoting or explaining the activities or events of the VCBIA or for any other lawful purpose, in the sole discretion of the VCBIA. VCBIA shall reserve the right to assign its rights hereunder, without my consent, in whole or in part, to any person, agent or corporation; and I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photographs or video footage. I agree that these materials will become the property of the VCBIA and the materials will be accessible to anyone with Internet access.
- vi. The Contest is subject to all applicable Federal, Provincial and Municipal laws. By entering this Contest, each Contestant consents to the collection, use and distribution of his/her personal information (information that identifies a Contestant as an individual and as a legal resident, such as SIN #, home telephone number, age and home address) by the Organizers for the purposes of implementing, administering and fulfilling this Contest.

I hereby certify that I have read and understand the Rules and Regulations, the Release and Waivers, and I fully understand the contents and meaning, and I accept and agree to comply and abide with the foregoing terms and conditions of participation in Youth Talent Showdown 2005.

AGREED TO AND ACCEPTED this _____ day of _____, 20____.

(Signature)

Address:

(Signature of Witness)

Witness Name:

Address:

Parent or Legal Guardian consent required below if the Contestant is UNDER 19 years of age -

I, _____, hereby certify that I am the parent or legal guardian of the Contestant, _____, and do hereby give my consent and permission to the person named above, to participate in Youth Talent Showdown 2005, and give my consent without reservation to the foregoing on behalf of this person.

(Signature of Parent or Guardian)

Address:

(Signature of Witness)

Witness Name:

Address: