



**WAWA WELCOME AMERICA!
2018 JULY 4TH**

INDIVIDUAL AGREEMENT OF RELEASE
(For performers and staff)

1. The signer, on behalf of itself and its agents, employees, invitees and guests, hereby remises quitclaims, releases and forever discharges the City of Philadelphia and Welcome America, Inc. from any claims and demands arising from the Services. The Provider voluntarily assumes all risk of loss, damage or injury, including death, that may be sustained by the Provider, its agents, employees or invitees in connection with the Services.

2. For good and valuable consideration already received, I hereby irrevocably grant Welcome America, Inc., and each of its respective directors, officers, members, managers, agents, employees, volunteers, successors, assigns, and any other person working on its behalf (including any independent contractor) (collectively, "WAI") the absolute right and permission to use my likeness, with or without my name, and related biographically information (collectively, "My Person") in photographs, pictures, videos or images of me (or parts of me), with or without my voice (the "Materials"), that are taken or collected in connection with the Welcome America Festival, including, but not limited to the July 4th Independence Day Ceremony, Party on the Parkway, Parade and Concert (collectively, the "Festival"). I irrevocably grant WAI permission for use, publication, and sale of My Person in the Materials at any time for any lawful purpose, including but not limited to, reproducing the Materials on product packaging, in advertisements and advertisement materials of all kinds, on websites or otherwise utilizing the internet and the worldwide web, in presentation templates, and in printed, electronic or other materials of all kinds. I also irrevocably grant WAI permission to copyright each item contained in the Materials (including any photograph or video containing my likeness and any other work containing such a photograph or video). I understand that I do not own the copyright to any of the Materials and I waive any right to inspect or approve the finished use of the Materials.

3. I, on behalf of my heirs, executors and administrators, acknowledge, understand and voluntarily accept and assume any and all risks (including, but not limited to, those related to severe bodily injury and/or death) that may result from my participation in and/or involvement with the Festival.

4. I release, remise, and forever discharge: (i) WAI, the City of Philadelphia, WAWA, Inc., all of our event partners and location sites (ii) A Choir'd Taste Productions, LLC; and (iii) any and all Festival sponsors (together (i), (ii) and (iii), collectively, the "Releasees"), and each of the Releasees' officers, members, managers, directors, employees, agents, volunteers, successors and assigns, from and against all liability, claims, demands, losses or damages (including, but not limited to, severe bodily injury and/or death, invasion of privacy, defamation, or copyright ownership, copyright infringement, or any claim for compensation related to the Materials) suffered by me and/or my property (collectively, the "Claims") that I, or anyone claiming through me or on my behalf, may have against the Releasees in connection with: (x) the taking, use, publication, or republication of any of the Materials; and/or (y) my participation in and/or involvement with the Festival. I further acknowledge that I am not entitled to any form of compensation whatsoever for the use of My Person and/or my property in the Materials or my participation in and/or involvement with the Festival. I further agree to indemnify, save and hold harmless each of the Releasees from and against any and all Claims.

This release is forever and I know that I may not later change my mind or revoke it at a later date.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND THE RIGHTS THAT I HAVE GRANTED, WAIVED OR RELEASED. I FURTHER AGREE THAT THIS AGREEMENT OBLIGATES ME TO INDEMNIFY RELEASEES FROM ANY AND ALL LIABILITY FOR ALL CLAIMS.

_____ (Signature) Date: _____

Name: _____ Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address (Required): _____

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

_____ (Parent/Guardian's Signature) (Date)

_____ (Parent/Guardian's Printed Name)