

LIABILITY WAIVER AND PHOTO RELEASE for the Downtown Special Services District (SDSSD) ARTWALK and/or the TMK Sports & Entertainment Holiday Stroll.

A. LIABILITY WAIVER. In consideration of the opportunity afforded to me to participate in this SDSSD and/or TMK Sports & Entertainment event, I hereby waive any right or cause of action and hereby release the City of Stamford, the Stamford Downtown Special Services District (SDSSD), the City of Greenwich, TMK Sports & Entertainment, LLC, and its agents including but not limited to Barbara Occhino, employees, volunteers, event sponsors or directors from any and all responsibility or liability arising as a result of my participation. I fully understand that participation may involve a risk of injury to any and all parts of my body and I freely and expressly assume and accept any and all such risk. Without limiting the generality of the foregoing, I hereby acknowledge, understand and agree that this waiver shall include any rights or causes of action resulting from personal injury to me or property damage sustained by me in connection with my participation in this event. I have made no misrepresentations to the City of Stamford, the Stamford Downtown Special Services District (SDSSD), the City of Greenwich, TMK Sports & Entertainment, LLC, its agents including but not limited to Barbara Occhino, employees, volunteers or directors regarding my age or ability. I have carefully read and fully understand the contents of this Waiver of Liability and I sign it of my own free will. This Waiver of Liability represents the full agreement between me and the Stamford Downtown Special Services District (SDSSD) and/or TMK Sports & Entertainment.

B. PHOTO RELEASE. I grant to SDSSD and/or TMK Sports & Entertainment all right, title and interest in and to all likenesses, whether visual and/or audio, including without limitation, photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively "Photos") which may be made or taken of me and any listed minors in or about the event connection with any SDSSD and/or TMK Sports & Entertainment, and to identify and use my name in connection with any use of the Photos. I understand and agree that SDSSD and/or TMK Sports & Entertainment or its assigns will be the owner of any and all right, title and interest in and to the Photos, in any derivative works, and in any advertising and promotional materials related thereto. SDSSD and/or TMK Sports & Entertainment right, title and interest in and to the Photos includes the right, license and privilege to utilize the Photos in connection with the manufacture, advertising, promotion, distribution and sale of any products or events directly or indirectly related to SDSSD and/or TMK Sports & Entertainment, and/or the Event(s). I agree SDSSD and/or TMK Sports & Entertainment or its assigns shall have the unlimited right to vary, change, alter, modify, add to, and delete from any depiction's of me in the Photos and to rearrange and/or transpose my depiction as SDSSD and/or TMK Sports & Entertainment may determine. I hereby release SDSSD and/or TMK Sports & Entertainment and its agents, assigns and representatives from any and all claims, demands or causes of action that I might now or hereafter have for libel; defamation; invasion of privacy; right of publicity; infringement of copyright, trademark or moral rights; or violation of any other right arising out of or relating to any utilization of the rights granted under this Agreement.