

## **6ABC/DUNKIN' Thanksgiving Day Parade 2021 AGREEMENT OF RELEASE**

I, the undersigned, will appear/participate in the Thanksgiving Day Parade sponsored by ABC, Inc., licensee of WPVI-TV ("WPVI") to be broadcast by WPVI on **Thursday, November 25, 2021** (the "Parade"). The Parade is being held as a public service.

I assume any and all risks associated with participating in the Parade and particular activities that I agree to undertake, including but not limited to, negligent or reckless acts by other participants and volunteers, all such risks being known and appreciated by me. I also agree to abide by the rules of the Parade as set forth by designated officials, producers, and supervisors.

Knowing these facts, and in consideration for being permitted to participate in the Parade, I hereby, for myself, my heirs, executors, administrators, successors, assigns, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge ABC, Inc., licensee of WPVI-TV, Dunkin', JM Best Entertainment Inc., Under the Sun Productions Inc., Uniquely Philadelphia, Inc., each of their parent, affiliated, subsidiary and successor entities, and their respective officers, directors, shareholders, members, agents, representatives and employees and any and all Parade sponsors, and each of their officials, agents, designated event supervisory personnel or anyone acting for or on their behalf (the "Releasees"), from any and all losses, costs (including without limitation, litigation costs, and attorney fees), claims, damages, suits, actions, demands, liability, and expenses in connection with loss of life, personal injury and/or property damage or claims based on my performance, of any kind whatsoever, in law or in equity, arising out of or in the course of my participation in the Parade and/or WPVI's exercise of the rights granted herein .

I hereby warrant and represent that I am not signed to any exclusive agreement that would prohibit or interfere with the services rendered hereunder and the rights granted hereunder, or if I am subject to such agreements, I warrant and represent that I have secured all necessary waivers (including any applicable waivers of exclusivity from my record label) and consents to enable me to render the services hereunder and to grant the rights granted hereunder without any obligation or cost to WPVI, and I shall and hereby indemnify WPVI from any claims and costs associated with any breach of the foregoing warranties.

In consideration of possibly broadcasting my performance in or pertaining to the Parade, or in connection with the promotion of the Parade, I grant to WPVI the irrevocable right to use, record, broadcast, and distribute and to license and authorize others to use, record, broadcast and distribute, without further obligation or payment to me or my family, my name, biographical material, voice, conversation and sounds, likeness, performance and/or statements, as well as other materials provided by me (including any so-called "backing masters", but excluding any pre-existing musical compositions) for any and all purposes throughout the universe at any time in perpetuity in any and all media now known or later developed, including, without limitation, promotional uses and exploitation by all forms of television (including but not limited to broadcast, cable, and other television type systems), radio, print and print media, videotape, audiotape, the Internet, on-line services and other telecommunications, wire, and/or computer drive media. I acknowledge I have no right of inspection or approval over my appearance or performance and/or the uses to which they might be put. I understand that nothing in this release shall obligate WPVI to use my performance in any program or media.

I understand that the Parade is being held for the entertainment of children and the public, and no consideration is being paid to me.

I also agree to defend, indemnify and hold harmless the Releasees from and against any and all claims, losses, costs, fess, (including but not limited to, reasonable attorneys' fees) by whomever or wherever presented, including but not limited to, personal injury, property damage, financial loss, wrongful death or any other loss, claim or injury resulting in any manner from my participation in or pertaining to the Parade or the breach of any warranties, representations or obligations herein.

I acknowledge that I have read the foregoing release and indemnification, am executing it knowingly, voluntarily, willingly and free from any coercion or duress, and am fully aware of its contents and legal effects. I agree to abide by all of its terms. I agree that I will not do anything or behave in any manner that would negatively impact the reputation of the Parade or WPVI. I agree to be legally bound hereby.

Scout/Cast Member Name \_\_\_\_\_ Group Name - Cradle of Liberty, BSA

Scout/Cast Member Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

The signature of a parent or guardian is also required if the person signing above is under 18 years of age or otherwise a minor in his/her state of residence.

Parent/Guardian Signature \_\_\_\_\_

**RETURN TO: THANKSGIVING DAY PARADE**

**1485 Valley Forge Rd Wayne PA 19087**

**OR HAND TO YOUR GROUP LEADER AND THEY WILL SEND THE RELEASE or UPLOAD IT TO COLBSA**