

# ***Kansas Bluegrass Association (KBA) Liability Release Form***

## *Indemnity*

All participants of the Kansas Bluegrass Association Youth Band agree to defend, indemnify and hold harmless KBA, its agents, representatives, employees, officers, and directors from all damages, including attorney's fees and litigation expenses, (specifically including KBA attorney's fees and litigation expenses reasonably necessary to successfully enforce this indemnification provision against Participant), resulting from or relating to any claims, actions, suits, or proceedings in law, equity, or otherwise whether in negligence, tort, contract or otherwise asserted against KBA, its agents, representatives, employees, officers, and directors relating to or arising from participant's work for or with KBA, specifically including KBA attorney's fees, and litigation expenses reasonably necessary to successfully enforce this indemnification provision against participant. This right to indemnify includes any claims, actions, suits or proceedings asserted against KBA that can be directly or indirectly attributable to participant's actions or inactions from services performed and work done for KBA.

KBA agrees to defend, indemnify and hold harmless Participant, its agent, representative, employees, officers and directors from any damage, claims, action suits or proceedings in law equity or otherwise whether in negligence, tort, contract or otherwise asserted against Participant which arise out of or as a result of KBA actions or negligence, employee actions, and facility or equipment failure, which are reduced to final judgment or settled with KBA consent.

## *Rights of Privacy*

Participant hereby grants to KBA, its subsidiaries, affiliates, licensees, successors and assigns, the right to use Participant's name, voice, musical renditions, and Participant's likeness, image and picture for any lawful purpose whatsoever. Participant hereby waives any right to inspect and/or approve the finished product or the advertising copy used in connection therewith. Participant also hereby releases, discharges and agrees to save and hold KBA harmless from any liability whatsoever (including but not limited to reasonable attorney's fees and costs expended by KBA to enforce this or any other provision of this agreement) by reason of any blurring, distortion, alterations, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said pictures or recordings or in any processing thereof, or in the completion of the finished product.

**The undersigned parties agree to the above *Indemnity* and *Rights of Privacy* agreements.**

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Signature of parent or guardian of minor child

\_\_\_\_\_  
Date

This page must be signed by all participants or signed for minors by a parent or guardian.