



NAME, IMAGE, AND LIKENESS WAIVER AND RELEASE

I, (the "Undersigned") _____ on and through this Publicity Waiver and Release ("Release"):

Hereby irrevocably permit, authorize, grant, and license Visit Rapid City, Main Street Square, Inc. (d/b/a Downtown Rapid City), and the Rapid City Sports Commission ("Brands") and their affiliates, successors, and assigns, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, appearance, voice, professional and personal biographical information, signature, other personal characteristics and private information, and all materials created by or on behalf of the Brands that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including, but not limited to, in and on magazines, brochures, and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, including streaming, and mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of the Brands and their affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Release.

To the fullest extent permitted by applicable law, **I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world** (collectively, "Claims"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Release or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of the Brands or any other person, and I hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. I understand that the Brands are relying on this Release and will incur significant expense in reliance on this Release, and I agree that this Release cannot be terminated, rescinded, or modified in whole or in part.

This Release shall be construed to provide a release and waiver to the maximum extent permissible under applicable law.

THIS RELEASE PROVIDES THE BRANDS WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE BRANDS TO PUBLICIZE AND COMMERCIALY EXPLOIT MY NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE, AND BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE BRANDS.

(Signature Page to Follow)

I, the undersigned participant, or parent of said participant if the participant is under 18 years of age, acknowledge that I have read and understand the above Release.

Name

Date of Birth

Address

City, State, Zip Code

Email address

Signature (of Parent or Guardian if 18 years of age and under) _____ Date: _____

Contact

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