



# ATLANTA HAWKS A-TOWN DANCERS

## 2010 WAIVER OF LIABILITY AND INDEMNIFICATION

In consideration of my being allowed to participate in the activities involved in the Atlanta Hawks A-Town Dancers tryouts on June 13 through June 17, 2010, and/or my presence at or use of the Philips Arena equipment and facilities in connection therewith (collectively, the "Activities"), the undersigned, on behalf of myself, my heirs, executors and assigns, hereby acknowledge, accept and assume all risk associated with my voluntary participation in the Activities and hereby agree to protect, defend, indemnify and hold harmless Atlanta Spirit LLC; Atlanta Hawks, L.P.; Atlanta Hawks Management, LLC; Arena Operations, LLC; Arena Sports Marketing, LLC; Phillip Electronics North America Corporation, the City of Atlanta, Fulton County, the Atlanta Fulton County Recreation Authority and their parent, subsidiaries and affiliates and each of their employees, officers, members, partners, agents, successors and assigns ("Indemnities"), from and against any and all liability, whether fixed or contingent, damages, claims for damages, judgments or expense of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and court costs, for, upon or by reason of or arising out of, related to or allegedly related to my participation in the Activities, including without limitation, any bodily injuries, personal injuries or property damage that I may incur or which may result from my voluntary participation in the activities.

To the full extent permitted by law, I hereby release the Indemnities from any liability for personal injury to me or any other person claiming through me or any loss of or damage to my property or the property of any other person claiming through me resulting from any accident or occurrence arising from, related to or allegedly related to my voluntary participation in the Activities.

Further, I hereby grant the Atlanta Hawks, L.P. ("Hawks") and its sponsors the perpetual, worldwide right to make both visual and/or audio recordings and still images of me and to use my name, voice, likeness, and biographical information in connection with any of the Hawks games, Hawks-related programming, promotional/marketing materials, and/or other media (collectively, the "Media") and for the purpose of advertising, marketing and/or promoting the Indemnities and their sponsors. I agree that the rights granted hereunder shall include the perpetual, worldwide right of the Hawks and its sponsors to edit, telecast, cablecast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit the Media in any manner and in any medium or forum whether now known or hereafter devised, in whole or in part, without any any further compensation to me.

I hereby acknowledge the terms of this Waiver of Liability and Indemnification have been read in full and are fully understood and accepted by me and that I am over 18 years of age.

**Printed Name:** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please sign me up for "Nothin' But NetMail", the free e-newsletter from the Atlanta Hawks (Initial in the box).**

The information submitted will be available to Philips Electronics, the Atlanta Thrashers, Atlanta Hawks, and Philips Arena. For more information on how this information may be used by them, please read their respective Privacy Notices which can be found at [www.philips.com](http://www.philips.com), [www.atlantathrashers.com](http://www.atlantathrashers.com), [www.nba.com/hawks](http://www.nba.com/hawks), and [www.philipsarena.com](http://www.philipsarena.com). In addition, by submitting this information you agree that Philips Electronics, Atlanta Thrashers, Atlanta Hawks and Philips Arena may contact you from time to time regarding special offers and promotions they think may be of interest to you.