

APPEARANCE RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

THE ATTENDEE HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM OR HER, AND INTENDS THAT HIS OR HER SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ATTENDEE NAME: _____ SIGNATURE: _____

DATE: _____ ADDRESS: _____

**Unless the Attendee is 18 years of age or older, a parent or guardian of the Attendee must read and execute the following:
PARENTAL CONSENT**

And I, as the authorized parent or legal guardian of the minor Attendee named above, CONSENT to the minor's attendance or participation in the Event, **to the usage of the minor's appearance in any and all media as mentioned below**, and AGREE to assume all obligations of this Agreement on the minor's behalf. I further RELEASE, WAIVE, AND DISCHARGE the Released Parties from any and all liability, claims, demands, contentions or causes of action that I as an individual or as authorized parent or legal guardian for the minor's benefit may have now or hereafter by reason of any matter or thing arising out of or in any way connected with, directly or indirectly, the Event. I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE.

NAME: _____ SIGNATURE: _____

DATE: _____ ADDRESS: _____

This Appearance Release and Waiver of Liability and Indemnification Agreement shall be executed by each attendee in consideration for and as a condition to being permitted to attend and participate in the **New Orleans Debate Workshop in New Orleans, LA, January 31, 2009** (the "Event"). The Event will be held at the Lindy C. Boggs International Conference Center, University of New Orleans.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned on his or her behalf and on behalf of his or her heirs, legal representatives and assigns (collectively hereinafter referred to as the "Attendee") hereby fully RELEASES, WAIVES, AND DISCHARGES the International Debate Education Association ("IDEA") and its respective legal representatives, directors, officers, employees, agents, assigns and affiliates (such parties, together with IDEA, hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims, demands, contentions or causes of action that the Attendee may have now or hereafter by reason of any matter or thing arising out of or in any way connected with, directly or indirectly, the Event.

The Attendee hereby EXPRESSLY AGREES he or she WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses by reason of any matter or thing arising out of or in any way connected with, directly or indirectly, the Event.

The Attendee further AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost that the Released Parties may incur due to the attendance or participation of the Attendee at or in connection with the Event, including without limitation, subrogation and/or derivative claims brought by any third party or insurer in connection with any injury or damage the Attendee may suffer while attending or participating in the Event. The Attendee AFFIRMS he or she is currently covered under appropriate general liability and personal health insurance policies issued through a licensed insurance carrier. The Attendee REPRESENTS AND WARRANTS his or her attendance or participation in any activity at the Event does not violate any federal, state, and/or local laws and ordinances regulating such activity.

The Attendee agrees that you may film, tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance at or in connection with the Event and that IDEA shall be the exclusive owner of the results and proceeds of such filming, taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, media, or format, all or any portion thereof or of a reproduction thereof in connection with the Event or otherwise.

The Attendee further agrees that IDEA may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Event and/or otherwise (and ancillary products in connection with the Event) and in connection with IDEA or any of IDEA's affiliates, throughout the world in all media, an unlimited number of times in perpetuity. The Attendee further represents that any statements made by me during my appearance at or in connection with the Event are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights, including, without limitation, any intellectual property rights of any third party.

The Attendee hereby waives any right of inspection or approval of my appearance or the uses to which such appearance may be put. The Attendee acknowledges that IDEA will rely on this permission potentially, and at substantial cost to IDEA, and hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

The Attendee hereby REPRESENTS, WARRANTS, AND AGREES that, in executing and delivering this Agreement, he or she is not relying, and has not relied, upon any representation, promise or statement made by anyone which is not recited or embodied in this Agreement. The Attendee understands, agrees and expressly assumes the risk that any fact not recited or embodied in this Agreement hereafter may turn out to be other than, different from or contrary to the facts now known to such party or believed by such party to be true, and further agrees that this Agreement shall be effective in all respects notwithstanding, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Orleans and is intended to be as broad and inclusive as is permitted by the laws of that jurisdiction and the invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof shall be so declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed in the broadest possible manner to effectuate the purposes hereof.

The Attendee hereby agrees that if he or she is not 18 years of age, that the parent or guardian of the Attendee has executed this Agreement on his or her behalf. This Agreement shall be binding upon and shall inure to the benefit of the Attendee and his or her assigns, heirs, attorneys, agents, executors and personal representatives.

OPTIONS FOR SUBMITTING THIS FORM:

FAX: (503) 370-6171, SCAN & EMAIL: CPHILLIP@IDEBATE.ORG, OR BRING IT TO THE EVENT