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 **Entry and Participation Agreements**

**Rules:**  You agree to become familiar with and abide by all written and/or posted rules of Dream Season, Inc., as well as all written and/or posted rules of the event. You further agree to comply with all directions, instructions and decisions of Dream Season, Inc. and event personnel.

**Emergency Delay or Cancellation:**  You acknowledge that Dream Season Inc. at its sole discretion may delay, modify, or cancel the Dream Season event if conditions make administering the event unreasonably difficult or unsafe. In the event of a delay, modification, or cancellation of the Dream Season event as described in this paragraph, you understand that you will not be entitled to a refund of your entry fee or any other costs incurred in connection with the Dream Season event.

**Govern Participation**: You understand that Dream Season has the authority to issue instructions or directions relating to the manner of safe participation in the event or it’s related activities and the authority to halt participation in the event or related activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and to promote the fairness and spirit of Dream Season. Dream Season, Inc. may cause anyone who disobeys rules, instructions, decisions, or laws, or whose behavior endanger safety or negatively affects a person, facility, or property of any type or kind to be removed from the event.

**Fee Refunds**: You understand that all fees and associated costs paid in registration for a Dream Season (if any) are not refundable for any reason, including but not limited to injury, a scheduling conflict, and/or event cancellation.

**Photography**: You understand that as between you and Dream Season, Inc. any and all photographs, motion pictures, recordings, and/or likenesses of you captured during the Dream Season event by Dream Season Inc., its affiliated entities or contractors become the sole property of Dream Season, Inc. You grant the right, permission and authority to Dream Season, Inc. to use and license others to use any such photographs, motion pictures, recordings, and/or likenesses (the “Recordings”) in any manner Dream Season, Inc. wishes and in any and all media now known or hereafter discovered or developed, in perpetuity, throughout the universe, including but not limited to promoting, advertising, and marketing activities. You further understand that Dream Season, Inc., as sole owner, has the full right to sell and/or profit from the commercial use of such Recordings or to transfer or assign the rights to use such Recordings to any entity without restriction. You hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Dream Season, Inc., any commercial television or media company, and their respective past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as “Releases”), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which you (or your assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releases, including, but not limited to claims arising out of or related to the uses described herein, a Dream Season event, the Recordings, and/or your decision to participate in a Dream Season event. You further agree that you shall be liable for any attorneys’ fees and costs incurred by the Releases in connection with any claim or lawsuit brought in violation of this paragraph. In no event shall you have the right to enjoin the development, production or distribution or exploitation of the Recordings. This release shall be binding on all of my successors-in-interest and heirs.

**Participant, Spectator & Volunteer legal liability waiver**

**Participants, spectators, & volunteers: Read this document carefully. This document has legal consequences and will affect your legal rights and will eliminate your ability to bring future legal actions. If you are a parent or guardian of a participant, spectator or volunteer under the age of 18 who is attending the Dream Season event, by agreeing to this document, you hereby give approval for your child’s attendance or participation at the Dream Season event**.

**Parties**:

 **Released Parties** include all of the directors, officers, employees, insurers, spectators,

 equipment suppliers and volunteers of Dream Season, Inc., the Cleveland Browns LLC,

 Purdue University, Tippecanoe School Corporation, Lafayette Catholic Schools System, M.S.

 D. Perry Township, Wea Township, and the corporate entities of the foregoing as well as all

 Dream Season, Inc. event sponsors, organizers, promoters, advertisers, and property owners.

 **Releasing Parties** include: the participant, spectator, volunteer as well as his or her spouse

 children, parents, guardians, heirs, next of kin, and any legal or personal representatives,

 executors, administrators, successors and assigns, or anyone else who might claim to sue on

 the spectator’s, participant’s, or volunteer’s behalf.

Dream Season events involve movement activity. As such, you understand fully the inherent risks of a participant, spectator, or volunteer for a Dream Season event. You have read the preceding paragraphs and acknowledge that you understand, and appreciate the risks of being a participant, spectator, or volunteer. You hereby assert that you knowingly assume all of the inherent risks of the activity you may encounter and take full responsibility for any and all damages, liabilities, losses, or expenses that you incur as a result of your presence at the Dream Season event.

**Waiver of Liability**

In consideration of being permitted to be a participant, spectator, or volunteer in a Dream Season event, you (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Dream Season, Inc. and the other released parties from any and all claims resulting from the inherent risks of the Dream Season event or the ordinary negligence of Dream Season, Inc. (hereafter used when referring to the corporate entity and other released parties) that you may have arising out of your presence at a Dream Season event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from a Dream Season event. This includes injury while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

**Indemnification**

You hereby agree to hold harmless, defend, and indemnify (defend and pay any judgment, court costs, investigation costs, attorney’s fees, and any other expenses incurred that relate to a breach of this Agreement) Dream Season Inc. (and the other Released Parties) from any and all claims made by you (or any Releasing Party) arising from injury or loss due to your presence at a Dream Season event. This applies both to claims arising from the inherent risks of a Dream Season event or the ordinary negligence of Dream Season, Inc.

**Other Agreements**

1. You understand that if legal action is brought, the appropriate state or federal trial court for the residing county and state from which the Dream Season event that you were involved in has the sole and exclusive jurisdiction and that only the substantive laws of that respective state shall apply.
2. You assert that this Agreement is intended to be as broad and inclusive as is permitted by the state from which you were involved in the Dream Season event and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.
3. You affirm that this Agreement supersedes any and all previous oral or written promises or agreements; constitutes the entire agreement between you and Dream Season, Inc. and can be amended only by a written document duly executed by all parties.
4. In the event of a legal issue, you agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, you agree that all disputes, controversies, or claims arising out of my presence at the Dream Season event(s) in question shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

**Limitations to Spectators**

You understand that you have been granted permission to be a spectator for a Dream Season event. You understand that this DOES NOT GIVE YOU PERMISSION TO PARTICIPATE in any part of the Dream Season, Inc. event. You affirm that you have not paid the fee required to participate and recognize that should you participate in any activity, Dream Season has the option of ejecting you from the premises immediately and will, under no circumstances, be held responsible or liable for any injury which you may suffer while participating illegally. If you are a parent or guardian of a spectator under the age of 18 at a Dream Season event, this limitation additionally extends to those respective individuals.

You have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. You understand that you are giving up substantial rights, including your right to sue. You further acknowledge that you are agreeing freely and voluntarily, and intend your agreement to be a complete and unconditional release of all liability due to ordinary negligence of Dream Season, Inc. or the inherent risks of the activity as participant, spectator, or volunteer, to the greater extent allowed by law in the states of the Dream Season event which you have been involved.

Effective date: 2014 through January of 2015