

WAIVER AND RELEASE

I hereby acknowledge that I hereby grant to New Orleans Fringe, Inc., (Company), its administrators; agents; assigns; parent companies; subsidiaries; licensors; licensees; affiliates; agencies; firms; insurance carriers; managing brokers; representatives; officers; directors; employees; and all other persons and entities related to Company (“Released Parties”); the right, consent and permission for all past, present and future use of any nature and any kind, including but not limited to the use of any and all images, footage, film, names, trademarks, photographs, likeness, personal accounts/stories, performance, testimonials and interpretations thereof, and/or any use whatsoever of my and arising from my live performance and all activities (“Work”) arising from my participation in the New Orleans Fringe Festival (“Festival”). This permission includes, but is not limited to, the publication, manufacturing, sale, distribution, promotion, reproduction, and/or license of any and all Work arising from the Festival. I acknowledge that said permission has been given without compensation. I warrant that I have rights in all materials/Work/Services, and Company agrees not to release any audio-visual recordings of my work performed without the explicit written permission of mine or my agent (as appropriate).

I hereby waive any and all rights and further hereby release, defend, indemnify and hold harmless Company and the Released Parties from any and all claims, demands, damages, actions, causes of action, and/or suits of any kind or nature whatsoever, including but not limited suits involving personal injury and/or damages, any tort action, theft or loss, publicity rights, intellectual property rights, use of image/likeness rights, or any suit of any nature whatsoever, arising from my participation with the Festival, including but not limited to the publication, manufacturing, sale, distribution, promotion, reproduction, advertising, and/or license of the Work and/or arising from the Festival.

Further, I hereby expressly understand and agree to waive any right to institute, prosecute, or in any way aid in the institution or prosecution of any claims, demands, actions, causes of action, suits, or complaints, for or on account of any damages, loss, injury or expense, arising out of or in connection with the Work and/or the Festival against the Released Parties.

I further hereby recognize and acknowledge that Company, is the sole owner of all rights in and to the aforementioned and above-referenced usages in any and all media now known or hereafter developed including the Work and other materials arising from my participation with the Festival and in connection with the Festival. Further, Company shall have the right to all worldwide copyrights and renewals and extensions, for all purposes, in any derivative works prepared by the Festival, my permission to prepare derivative works for my Work expressly granted herein. I hereby acknowledge, authorize and grant to Company the express, non-exclusive right and permission to prepare a Derivative Work of my Work as contemplated herein, said Work arising from my live performance and activity in connection with the Festival. I understand expressly that should Company prepare a Derivate Work, Company shall maintain any and all copyright and all other intellectual property rights in and to the Derivative Work(s), but that I shall maintain the copyright in and to my original Work, subject to this agreement. All copyright forms for the Derivative Works will list Company as the author and claimant, that company will list my Work as pre-existing material.

I further expressly agree that Company has my consent and permission to edit any of my Work for the purposes contemplated herein. Further, I hereby waive any right that I may have to inspect and/or approve any and all Derivative Works and or any and all other material to which my Work is included arising in connection with the Festival and/or the aforementioned and above-referenced usages and/or in connection with the Company and Released Parties.

I further hereby recognize and acknowledge that Company, is the sole owner of all rights in and to the Festival, including but not limited to all worldwide copyrights and renewals and extensions of said copyrights thereof, for all purposes.

I hereby warrant that I am of full age and have every right to contract in my own name with respect to the aforementioned provisions. Further, I warrant that I have read and understand the Waiver and Release, prior to its execution, and that I am fully familiar with the contents thereof.

It is understood and agreed that this agreement is not to be construed as an admission of liability of any nature whatsoever on the part of the Released Parties.


I have executed this Waiver and Release freely and without duress, economic or otherwise. I acknowledge that this Waiver and Release is contractual in nature and not a mere recital. I hereby acknowledge that this Agreement shall be governed by the laws of the State of Louisiana.

THUS, this Waiver and Release is hereby executed this ____ day of _____ 2009.

BY: _____
(RELEASING PARTY SIGNATURE)

(RELEASING PARTY PRINTED NAME)

(RELEASING PARTY NAME OF PRODUCTION)

BY:  _____
Kristen Evans
Executive Director
New Orleans Fringe, Inc.