

LIABILITY WAIVER/RELEASE (18 and Over)
Denver Nuggets Dancers Audition Prep Classes 2016

I hereby request that the Denver Nuggets (“Nuggets”) allow me to participate in the Denver Nuggets Dancers Audition Prep Class (“Prep Class”) on _____. I certify that I am in good mental and physical condition. I understand and assume the inherent risks associated with participating in the Prep Class, and I also understand and assume the inherent risks of participating in the expected activities on a hardwood, padded and/or carpet surface.

I further understand that while participating in the Prep Class, I may appear in a light that is unflattering, embarrassing, humiliating or otherwise detrimental to my reputation and rights to privacy.

In consideration of the Nuggets allowing me to participate in the Prep Class, I agree not to sue and forever release, waive and discharge the Denver Nuggets Dancers, Pepsi Center, Denver Nuggets, the NBA, NBA Properties, Inc., NBA Entertainment, Inc., KMS Sports, LLC, KMS Ball, LLC, Kroenke Sports & Entertainment, LLC, KMS Center, LLC, Altitude Sports & Entertainment, and their respective employees, governors, affiliates, agents, partners, owners, members, parents, subsidiaries, representatives, officers, attorneys and players (collectively, the “Releasees”) from any and all liability to me and my personal representatives, assigns, heirs, children, dependents, spouse and relatives for any and all claims, causes of action, losses, judgments, liens, costs, demands or damages that are caused by or arise from my participation in, and observation of, the Prep Class (including but not limited to any injury (including death) to my person or property regardless of the cause(s) of such injury and any use of my Image (defined below)). I assume all risks associated with my participation in and observation of the Prep Class. I further agree that if, despite this Liability Waiver and Release I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorneys’ fees, loss, liability, damage or cost which may be incurred as the result of such claim.

I further irrevocably grant the Denver Nuggets Dancers, Pepsi Center, Denver Nuggets, the NBA, NBA Properties, Inc., NBA Entertainment, Inc., KMS Sports, LLC, KMS Ball, LLC, Kroenke Sports & Entertainment, LLC, KMS Center, LLC, Altitude Sports & Entertainment, and their respective successors and assigns the perpetual worldwide and royalty-free right and license to use my name, voice, image, and likeness (collectively, “Image”) in any media or technology now known or hereinafter developed, relating to my performance in or observation of the Prep Class including, without limitation, a videotape recording of such Prep Class without compensation to, or right of review and/or approval by, me or my personal representatives, assigns, heirs, children, dependents, spouse and relatives.

I hereby acknowledge that I have carefully read this Liability Waiver/Release, that I fully understand its content, that I am over the age of 18, and that I am signing this Liability Waiver/Release voluntarily and under no duress or threat of duress and intend for it to be legally binding. If any provision of this Liability Waiver/Release is deemed invalid or unenforceable, the remaining provisions remain valid and enforceable.

Name (Print)

Address

Signature

City/State/Zip Code

Telephone Number

Date