

PARTICIPATION FORMS ARE DUE ON FRIDAY APRIL 14, 2017

(Completed Forms can be dropped off, mailed, faxed or emailed)

The Filipino Community Center, Inc. ("FILCOM")

94-428 Mokuola Street, Suite 302, Waipahu, Hawaii 96797

Attention: Entertainment and Program Committee

Phone: (808) 680-0451 Fax: (808) 680-710 Email: filcom@filcom.org

AUTHORIZATION/RELEASE FORM

I whose name, title and signature appears below is a representative of the above mentioned unit organization and by completing and signing this registration form hereby express our interest in participating in the Filipino Fiesta Parade. I and on behalf of the officers, directors, members of the unit organization and participants of this event understood and will abide by the rules and regulations as stated above. Furthermore, we hereby release FilCom, their officers, directors, employees, sponsors, volunteers and its agents from any and all responsibility arising out of our participation in the Filipino Fiesta Parade as stipulated below.

FILCOM SHALL NOT BE RESPONSIBLE FOR ANY AND ALL INJURIES, LOSSES, OR DAMAGES INCURRED BY THE FILIPINO FIESTA PARTICIPANT(S) ARISING OUT OF PARTICIPATION IN THE 25TH ANNUAL FILIPINO FIESTA AND 5TH FLORES DE MAYO EVENT SPONSORED BY FILCOM. THE PERFORMER(S) SPECIFICALLY WAIVES ANY AND ALL CLAIMS AGAINST FILCOM, ITS OFFICERS, DIRECTORS, MEMBERS, AND/OR AGENTS FOR ANY AND ALL INJURIES, LOSSES, OR DAMAGES INCURRED BY THE FILIPINO FIESTA PARTICIPANT(S) ARISING OUT OF PARTICIPATION IN THE ENTERTAINMENT SPONSORED BY FILCOM. THE FILIPINO FIESTA PARTICIPANT(S) HEREBY WARRANTS TO HOLD HARMLESS, INDEMNIFY AND DEFEND FILCOM, ITS OFFICERS, DIRECTORS, MEMBERS AND/OR AGENTS FROM ANY ACTS, OMISSIONS OR LIABILITY COMMITTED BY THE PARTICIPANT(S) WHILE PARTICIPATING IN THE FILIPINO FIESTA OR WHILE ACTING ON BEHALF OF FILCOM.

I hereby authorize FilCom and its agents to publish photographs taken of me at this event, and my name and likeness, for use in print, online and video-based marketing materials, as well as other Company publications. I hereby release and hold harmless FilCom from any reasonable expectation of privacy or confidentiality associated with the images specified above. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in FilCom marketing materials or other publications used by FilCom. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I hereby release FilCom, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Representation by Counsel.

Each Party hereto acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Disputes and controversies arising out of or connected with this Agreement or any alleged breach thereof shall be settled by arbitration in Honolulu, Hawaii, in accordance with the rules of the

American Arbitration Association; provided, however, that in the event of any conflict between this or any other provision of this Agreement and such rules, the provisions of this Agreement shall prevail. All costs and expenses of such arbitration, including, without limitation, witness' fees, attorneys' fees and the fees of the arbitrators, shall be charged to a party or parties in such amounts as the arbitrator(s), shall determine at the time of his/her decision. The results of the arbitration shall be final and binding upon all parties hereto, and judgment thereon may be entered in any court of competent jurisdiction.

AGREED AND ACCEPTED:

Applicant's Name, Title and Signature

Date

Accepted by The Filipino Community Center, Inc.:

It's

Date