

**Release of Liability:**

In connection with my participation in any events of Times Square District Management Association, Inc., d/b/a the Times Square Alliance ("TSDMA"), including any events during "Solstice in Times Square" on June 21, 2008 (the "Events"), I agree as follows:

Certain of the Events may be physically strenuous and potentially hazardous and (ii) are conducted by independent parties that are not affiliated with TSDMA. I voluntarily participate in the Events with full knowledge that there is a risk of personal injury or death, and I assume any and all risks associated with participation in these activities, including but not limited to, falls, contact with other participants, spectators or others, the effect of the weather, including heat and/or humidity, traffic and other conditions, and any damage to, or theft or loss of property, all such risks being known and appreciated by me. I agree to abide by any decision of an Event official with respect to my ability to safely participate in the Events or if medical attention is necessary in connection with my participation in the Events.

I agree that I, my heirs, assigns, legal representatives or anyone else entitled to act on my behalf hereby waives and releases TSDMA and its officers, directors, employees, representatives and subcontractors from all present and future claims and liabilities of any kind, known or unknown, arising out of or in connection with my participation in the Events, and that neither I nor my heirs, assigns, legal representatives nor anyone else entitled to act on my behalf will sue or make any other claims of any kind whatsoever against TSDMA or its members, officers, representatives or agents for any personal damage/loss, property damage, loss or theft of personal belongings or wrongful death, whether caused by negligence or otherwise on the part of TSDMA or any third party.

I agree that I will defend, indemnify and hold TSDMA and its officers, directors, employees and affiliates harmless from and against any and all claims, demands, losses, suits and expenses arising out of my actions or negligence in connection with the Events.

I grant permission to TSDMA to use or authorize others to use my name, image or other records of my participation in the Events in any media, including photographs and audio and/or video recordings without remuneration, and I waive any rights of publicity, defamation or any other proprietary or personal rights in connection therewith.

I have carefully read the above release of liability and fully understand and agree to the above.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_