

# TEXAS LEGENDS DANCERS

## WAIVER AND RELEASE

The undersigned requests that she be allowed to demonstrate her skill and ability as a contestant during the auditions for the Dallas Legends Dancers. In consideration of being afforded such opportunity, the undersigned hereby assumes the risk of injury inherent in such activity and waives any claim for damages against Texas Legends, Next Step Dance and/or all of their present and future officers, directors, members, managers, partners, employees, shareholders, stakeholders, agents, representatives, corporate affiliates, instructors, successors and assigns, other participants, owners and lessors of any premises used to conduct the Activities, the NBA D-League any of its affiliates and subsidiaries jointly and severally for any injuries that may be sustained by the undersigned during such demonstration.

In recognition of the media coverage of the Texas Legends and participants thereto, the undersigned grants the Texas Legends, Next Step Dance and its licensees her permission and authority to use her name, voice, picture, and likeness in connection with any and all publications, media broadcasts, promotional photographs posters, commercial products including but not limited to calendars, team pictures, T-shirts, and any other commercial items.

In further consideration of the Texas Legends allowing the undersigned to audition for the Texas Legends, and in the event the undersigned is offered to become a member of the Texas Legends, she hereby understands and agrees that as a condition of such offer, she must sign the standard Texas Legends Independent Contractor Agreement and provide written authorization under the Fair Credit Reporting Act for Texas Legends to conduct a background check and drug screen at its discretion.

The undersigned understands and agrees the Texas Legends and/or it's authorized agents may conduct one or more background checks to validate the information submitted about her current and past employment, education level, and character, including, but not limited to, academic achievement, performance, disciplinary conduct,, attendance, criminal record, credit and driving history records, from various federal, state, and local government, law enforcement, and motor vehicle agencies, consumer reporting agencies, previous employers, schools, companies, corporations, partnerships, and other entities or persons. This information will be used to evaluate the undersigned and to determine if Texas Legends will offer an Independent Contractor Agreement. The undersigned further authorizes any person, entity or agency contacted by Texas Legends or its authorized agents to furnish the above-mentioned information. If a background check reveals that the undersigned has provided inaccurate information or omitted information on the Texas Legends form, then it may result in the rejection of her consideration or, if already accepted, in the termination of her Independent Contractor Agreement.

The undersigned recognizes and understands that, contingent upon an Independent Contractor offer, she may be required to perform drug test with or without warning and will be released from the squad if positive results occur.

By signing this Texas Legends waiver and release, the undersigned warrants that she is at least eighteen (18) years of age.

DATE \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)