

HARLEM GLOBETROTTERS INTERNATIONAL, INC. EXHIBITION EVENT PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

BY SIGNING THIS FORM, I REPRESENT AND WARRANT THAT EITHER (1) I AM A PARTICIPANT ("Participant") IN THE EXHIBITION BASKETBALL EVENT ("Event(s)") PRESENTED BY **HARLEM GLOBETROTTERS INTERNATIONAL, INC.** ("Harlem Globetrotters"), OR (2) I AM THE PARENT OR LEGAL GUARDIAN OF SUCH PARTICIPANT, A MINOR, WITH THE AUTHORITY TO SIGN THIS DOCUMENT ON THE PARTICIPANT'S BEHALF.

In consideration for being allowed to voluntarily participate in the Event(s), Participant, on my own behalf, or parent/legal guardian on the Participant's behalf, hereby agrees as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISK OF INJURY:

The Risks: I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, acknowledge that Participant is aware of the dangers and risks to Participant in participating in the Event(s) and understand the Event(s) involves risks to Participant which could result in serious injury or death, including, without limitation, injuries associated with overexertion, bruises, sprains, broken bones, dislocated joints or ligament injuries, lack of hydration, or the physical activities of the Event(s). I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, also understand that there are potential risks which may presently be unknown and hereby assume any and all risks associated with participation in the Event(s). Participant, on my own behalf, or parent/legal guardian on behalf of Participant certify that Participant is physically fit, has not been advised to not participate in the Event(s) by a qualified medical professional and there are no health-related reasons or problems which preclude Participant's participation in this Event(s).

The Rules: Because of the dangers of participating in the Event(s), I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, recognize the importance of complying with and Participant agrees to, and if the Participant is a minor, I, as the parent or guardian of Participant, shall ensure that Participant fully complies with, applicable laws, policies, rules and regulations, including, but not limited to, any instructions or posted warnings of the Harlem Globetrotters or the venue where the Event(s) take place.

Inspection: The Participant has, and if the Participant is a minor, I have, as the parent or guardian of Participant, the right and responsibility to inspect all equipment and facilities prior to the Event(s) and, if the Participant or the Participant's parent or guardian believe(s) that anything may be unsafe, the Participant or the Participant's parent or guardian will advise the Harlem Globetrotters of the condition and the Participant may refuse to participate.

PARTICIPATION MEANS THAT PARTICIPANT AND, IF APPLICABLE, THE PARTICIPANT'S PARENT OR GUARDIAN CONSENT TO THESE TERMS:

The Harlem Globetrotters and Herschend Family Entertainment Corporation ("HFEC"), and their respective subsidiaries, affiliates, and all advertising, promotion or fulfillment agencies, promotional partners and sponsors, including, without limitation, World Vision, Inc., Champion, Baden, Carnival Cruise Line, Inc, GBT Promotions, LLC

(Heelys) , Nationwide Children's Hospital, Tum-E Yummies, and any other sponsor entities and their respective boards, officers, and employees (collectively, "Released Parties") have no responsibility or liability for injury or death resulting from the Event(s), including, without limitation, as a result of the negligence of any party, including any of the Released Parties, whether active or passive. Participant, on my own behalf, or parent/legal guardian on behalf of Participant, understands and acknowledges that neither the Harlem Globetrotters nor HFEC has any ownership in any arena or venue where the Event(s) take place and that none of the Released Parties assume any responsibility or liability for any service or facility furnished by any such arena or venue either as to its safety, quality or condition nor for the acts or omissions of any employee or agent of any such arena or venue.

I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, agree that Participant voluntarily elects to participate in the Event(s) with knowledge of the dangers and risks involved. If I am signing this document as the parent or guardian of the Participant, I agree that I have warned Participant of the dangers and risks involved. I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, acknowledge and agree that Released Parties are permitting Participant to participate in the Event(s) in reliance upon this **PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION.**

I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Event(s).

WAIVER OF LIABILITY AND INDEMNIFICATION:

Participant, on my own behalf, or on the Participant's behalf as parent or legal guardian of the Participant and on behalf of Participant's personal representatives, heirs, next of kin, successors and assigns, forever:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RELEASED PARTIES FOR ANY AND ALL LIABILITY FOR PARTICIPANT'S DEATH, DISABILITY, DISEASE, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, USE OF PERSONAL OR MEDICAL INFORMATION OR CLAIMS OF ANY NATURE WHICH MAY HEREAFTER ACCRUE TO PARTICIPANT OR PARTICIPANT'S ESTATE AS A DIRECT OR INDIRECT RESULT OF PARTICIPANT'S PARTICIPATION IN THE EVENT(S).

2. Agree to defend, indemnify, and hold harmless Released Parties from and against any and all claims of any nature, including, without limitation, all costs, expenses and attorney's fees, which in any manner result from Participant's participation in the Event(s).

This **PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION** shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent allowed by law. I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, affirm the following: (a) I am freely signing this form; (b) I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may

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otherwise be available to Participant regarding any injury, losses or death Participant may sustain as a result of participation in the Event(s); (c) I agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect and (d) if, notwithstanding this release, an action is brought on behalf of Participant or Participant's personal representatives, heirs, next of kin, successors and assigns for damages arising out of such participation which requires Released Parties to expend attorney's fees and costs, I agree to indemnify and hold Released Parties harmless for and against all such fees and costs.

PHOTOGRAPHY/VIDEO RELEASE:

Participant understands that while participating in this Event, Participant may be filmed or photographed. Participant, on my own behalf, or parent/legal guardian on behalf of Participant agree to allow Participant's photo, video or film likeness or image to be used and reused in any medium for any legitimate purpose of the Harlem Globetrotters, HFEC or their subsidiaries or affiliates. Participant understands and agrees that Participant will not be paid for use/reuse of my likeness or image described above. Participant, on my own behalf, or parent/legal guardian on behalf of Participant, also waive, release and discharge the Harlem Globetrotters, HFEC and their subsidiaries and affiliates from any and all claims arising from the use or reuse of my likeness or image described above.

SIGNATURE OF PARTICIPANT (REGARDLESS OF AGE) – ALL PARTICIPANTS MUST SIGN

I HAVE READ THIS DOCUMENT AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT IT AND I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT RIGHTS BY SIGNING IT. I UNDERSTAND THAT THERE IS A CHANCE THAT I COULD BE SERIOUSLY INJURED BY PARTICIPATING IN THIS EVENT OR EVENTS, AND EVEN THOUGH THERE IS A RISK OF INJURY TO ME, I HAVE DECIDED TO PARTICIPATE, AND I AM SIGNING THIS FREELY AND VOLUNTARILY.

Printed Name of Participant: _____

Signature of Participant: _____

Date of Participant Signature: _____

Address: _____

NOTICE TO THE PARTICIPANT'S PARENT OR GUARDIAN (IF PARTICIPANT IS A MINOR CHILD) – PARENT OR GUARDIAN MUST SIGN IF PARTICIPANT UNDER THE AGE OF 18

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS EVENT OR EVENTS. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN HOSTING THIS EVENT OR EVENTS, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED BY PARTICIPATING IN THE EVENT OR EVENTS BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE EVENT OR EVENTS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Printed Name of Minor Participant: _____

Age of Minor Participant: _____

Signature of Parent/Guardian: _____

Date of Parent/Guardian Signature: _____

Address: _____