

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in National Anthem on January 24, 2020 at Rocket Mortgage FieldHouse] (the “Event”), the receipt and sufficiency of which is hereby acknowledged, the undersigned, on his or her own behalf or on behalf of his or her child (in either case, the participating individual is referred to herein as “Participant”), hereby:

(i) (a) agrees that prior to participating in the Event, Participant will inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is corrected; and (b) acknowledges and fully understands that Participant will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from Participant’s own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, the rules of play of the Event, the condition of the premises, or any equipment used, and that there may be other risks not known to Participant or not reasonably foreseeable at this time, and assumes all of the foregoing risks and accepts personal responsibility for any and all damages in connection with such injury, permanent disability, or death;

(ii) releases, waives, and forever discharges the Released Parties (as defined below) from and against all claims (actual and alleged) of damages for death, personal injury, or loss or property damage, which Participant may have or which may hereafter accrue to Participant, arising from (in whole or in part) Participant’s participation in or otherwise in connection with the Event, which may be asserted by Participant or on Participant’s behalf against (a) Cavaliers Operating Company, LLC (“COC”), Cavaliers Hockey Holdings, LLC (“CHH”, together with COC, the “Cavs Companies”), the American Hockey League and its Member Teams, their respective affiliated entities, and each of their respective members, owners, directors, officers, managers, employees, contractors, licensees, designees, agents, representatives, successors, and assigns; and (b) other Event participants, operators, vendors, sponsoring agencies, sponsors, advertisers, and owners and lessees of the premises used in connection with the Event ((a)-(b) is referred to collectively herein as the “Released Parties”;

(iii) agrees that Participant’s acts, poses, words, and performances during the Event will be in good taste and will not reflect negatively on the image, reputation, or business of the Released Parties and further agrees to indemnify, defend, and hold harmless each of the Released Parties from any loss, liability, damage, or cost that may incur arising from (in whole or in part) Participant’s participation in or otherwise in connection with the Event, whether caused by the negligence of any Released Party or otherwise;

(iv) grants full permission to each of the Released Parties, with no obligation to compensate Participant, to use Participant’s name, voice, statements, image, likeness, biographical data, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of Participant’s performance(s) during the Event in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (the “Materials”) (including any promotion or advertising of the Materials), and represents that Participant has the right to grant such permission; and

(v) expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, USA (which shall govern this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT) and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising from this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, Participant submits to the jurisdiction of all federal and state courts located in the State of Ohio, USA.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement contrary to anything contained herein may have been made by the Cavs Companies or any of their respective employees or agents. **If not signed by a parent or guardian below, Participant represents that Participant is eighteen (18) years of age or older, and acknowledges that he or she has read and fully understands the foregoing, and that the Cavs Companies and each of the other Released Parties are relying on the grant of rights contained herein.**

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Name (please print)                      Signature                      Date                      Age

\_\_\_\_\_  
Phone                      Address

**PARENT/GUARDIAN (required if Participant is less than 18 years of age):** I affirm that I am the parent or guardian of Participant; I have the authority to give this authorization, and the release described above; I have read and I understand this authorization and the release described above; and I agree to indemnify, defend, and hold harmless the Released Parties from and against any liability arising from (in whole or in part) or in connection with any claim (actual or alleged) of any invalidity of this affirmation.

\_\_\_\_\_  
Name (please print)                      Signature                      Date                      Email

\_\_\_\_\_  
Phone                      Address