

**2019-2020 SAN ANTONIO SPURS  
PARTICIPANT WAIVER AND  
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
(NON-EMPLOYEE)**

In consideration of and as a condition of my participation in any on- or off-site Spurs related activities during the 2018-2019 San Antonio Spurs season (the "Activities"), I, for myself and for my representatives, executors, assigns, heirs, next of kin, beneficiaries, and anybody claiming by, through, under or on behalf of me acknowledge, agree, and represent that:

1. I am legally competent to sign this Waiver and Release of Liability;
2. I fully understand and acknowledge the risks involved in participation in the Activities and that it may be possible to sustain serious injury, up to and including death, and/or property damage during the course of the Activities, and I am voluntarily participating in the Activities;
3. I certify that I am in good health and do not have any health and/or mental condition that would be aggravated by participation in the Activities or that would make such participation unsafe or otherwise inappropriate;
4. I grant full permission to San Antonio Spurs, L.L.C., a Texas limited liability company (the "Spurs"), the National Basketball Association ("NBA") and its Member Teams, NBA Properties, Inc., Community Arena Management, Ltd. ("CAM"), Bexar County, Texas, and each of their respective parents, subsidiaries, divisions, directors, officers, members, commissioners, elected officials, partners, trustees, franchisees, dealers, governors, employees, agents, owners, shareholders, sponsors, vendors, distributors, advertising and promotion agencies, and affiliated entities (collectively the "Entities") the right to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to me or anyone on my behalf, my name, nickname, voice, biographical information, photograph, and/or other likeness, and any photographs, videotapes, motion pictures, recordings, or other record of my participation (or any part or parts) however captured, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to me or anyone on my behalf. I shall be bound and governed by the Constitution and By-Laws, rules, regulations, resolutions and agreements of the NBA, as they may be modified or amended from time to time;
5. I expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of my performance of services pursuant to the agreement, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death."
6. **I RELEASE, WAIVE, DISCHARGE, DEFEND, AND INDEMNIFY** the Entities and all other persons and entities assisting in or sponsoring the Activity and its related activities, and each of their respective parents, subsidiaries, divisions, directors, officers, members,

commissioners, elected officials, partners, trustees, franchisees, dealers, governors, employees, agents, owners, shareholders, sponsors, vendors, distributors, advertising and promotion agencies, and affiliated entities (collectively the "Released Parties"), in their official and individual capacities, from any and all claims, demands, suits, allegations, liability, losses, damage, rights, risks, or causes of action of any kind whatsoever which I, anyone claiming by, through, under, or on behalf of me, or anybody else has or might have against the Released Parties in connection with, arising out of, or in any way related to my participation in the Activity, including without limitation, for injuries, damages, mental anguish, or losses to persons or property (up to and including death). **IT IS EXPRESSLY AGREED THAT THE RELEASE AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT APPLIES REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, SUITS, ALLEGATIONS, LIABILITY, LOSSES, DAMAGE, RIGHTS, RISKS, OR CAUSES OF ACTION ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, CONDUCT, NEGLIGENCE, OR OTHER FAULT OF RELEASED PARTIES;** and

7. I understand and acknowledge that terms of this Waiver and Release of Liability are contractual and not mere recitals and that this Waiver and Release of Liability cannot be revoked, supplemented, modified, or amended unless such revocation, supplementation, modification, or amendment is executed in writing by the Undersigned and an authorized representative of the Entities. Finally, I acknowledge that there are no other understandings or agreements, oral or written, relating to the subject matter of this Waiver and Release of Liability that constitute part of this Waiver and Release except those specifically set forth herein.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY, WITHOUT COERCION, DURESS, OR UNDUE INFLUENCE AND WITH FULL KNOWLEDGE OF ITS TERMS AND EFFECTS.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**(MUST BE COMPLETED FOR PARTICIPANT'S UNDER THE AGE OF 18)**

**I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO SIGN THIS WAIVER AND RELEASE FOR AND ON BEHALF OF THE PARTICIPANT.**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Promotion: \_\_\_\_\_