

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

In consideration of and as a condition of my participation in the on-court activities (the "Activity") during the San Antonio Spurs ("Spurs") event to be held at the AT&T Center, One AT&T Center Parkway, San Antonio, Texas 78219, (the "Event"), 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 and have full authority to sign this Waiver and Release of Liability;
2. I fully understand, acknowledge, and expressly assume all risk of injury (including, without limitation, permanent disability, death, and/or property damage) during the course of the Activity and/or the Event, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death ;
3. I fully understand and acknowledge that Spurs staff has the right to exclude individuals that are intoxicated, under the influence of drugs, or disorderly from participation in any portion of the Activity. I understand and agree that if I am excluded from participating in the Activity due to intoxication, I will not receive a refund for any amounts paid and shall not have any other recourse.
4. 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 Activity and/or Event or that would make such participation unsafe or otherwise inappropriate;
5. I grant the San Antonio Spurs, L.L.C., a Texas limited liability company (the "Spurs"), the National Basketball Association ("NBA") and its Member Teams, 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 "Event Entities") full permission, by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others 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 and likeness, and any photographs, videotapes, motion pictures, recordings, or other record of the Activity and/or Event (or any part or parts of my participation in same) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the Event Entities to use the any record of the Activity and/or Event as provided herein. I acknowledge that any photograph, videotape, recording or other record that I take or create at The AT&T Center shall be the property of NBA Properties, Inc.;
6. **I RELEASE, WAIVE, DISCHARGE, DEFEND, AND INDEMNIFY** the Event Entities and all other persons and entities assisting in or sponsoring the Activity and Event 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 and the Event, 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 Event 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: _____

Promotion/Group 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: _____