

**RED ROWDIES AUDITION  
RELEASE AND INDEMNITY AGREEMENT**

I, the undersigned (referred to herein as the "Participant"), wish to participate in an audition for the Red Rowdies, which shall be held at the Toyota Center, 1510 Polk Street Houston TX 77002 and which is a physical activity that will involve physical activity before, during and after the auditions including all activities before, during and after, in preparation for or in any way related to or in connection with the audition (the "Activity"). I understand that there is a risk that the Participant will be injured before, during or after, or as a result of, or in connection with the Activity, and I wish for the Participant to participate in the Activity despite the risk involved.

As consideration for the Participant being allowed to participate in the Activity, I, for myself, and each of our respective successors, administrators, heirs and assigns, hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE** Rocket Ball, Ltd., a Texas limited partnership d/b/a the Houston Rockets; Handsome L.P., a Delaware limited partnership d/b/a the Houston Comets; LLA Sports, Inc., a Delaware corporation; Clutch City Sports & Entertainment, L.P., a Texas limited partnership; Roughy Corp., a Delaware corporation; Alexander Tara, L.L.C., a Texas limited liability company; the National Basketball Association and all of its member teams and operators; the owner(s) and operator(s) of the venue(s) where the Activity is to be held; the other participants in the Activity; and all of the respective past, present and future officers, directors, attorneys, insurers, agents, servants, suppliers, dealers, representatives, employees (including, but not limited to, the employee who acts as the mascot of the Rockets and/or Comets), coaches, trainers, affiliates, subsidiaries, partners, predecessors and successors in interest, and assigns of the foregoing (collectively referred to herein as the "Released Parties") from all past, present and future claims arising out of and accruing to the Participant, for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activities or items, facilities or other materials provided or made available by any of the Released Parties in connection with the Activities, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known, accrued and to accrue, and **INCLUDING ANY CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**.

As a further inducement to the Released Parties, I, for myself, and each of our respective successors, administrators, heirs and assigns, have agreed to and do hereby **INDEMNIFY, DEFEND AND HOLD HARMLESS** each and all of the Released Parties from any and all past, present and future claims, demands, actions and causes of action, of whatsoever nature or character, **INCLUDING CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**, which may hereafter be asserted by any person, firm or entity whomsoever, arising out of and accruing to the Participant for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activity, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known, accrued and to accrue. This obligation to indemnify and hold harmless specifically includes, but is not limited to, any claims for medical bills, doctors' bills, hospitalization, nurses' bills, drugs, therapy, administration, and other expenses, including judgment liens, hospitalization liens, attorneys' fees, and any other form of intervention or lien, or any other expenses incurred by the Participant which are in any way related to the Activity.

As a further inducement to the Released Parties, I hereby represent and warrant to the Released Parties that:

- (1) I am at least 18 years of age and I thoroughly and completely understand that this is a complete and final release and indemnity agreement concerning any claim, demand, or cause of action which I or the Participant (if not myself) may have against the Released Parties related to or in any way arising out of the Activity;
- (2) I am entering into this Release and Indemnity Agreement (the "Agreement") freely and voluntarily;
- (3) no representations, promises or statements made by any agent, attorney or other representative of the Released Parties have influenced me in causing me to sign this Agreement;
- (4) the Participant has adequate medical insurance provided by parties other than the Released Parties covering the possible injuries to the Participant that may occur as a result of his or her participation in the Activity; and
- (5) the Participant does not have any physical condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity medically inadvisable.

I grant the Released Parties permission to provide me with emergency medical treatment, if necessary, and I agree to be responsible for any medical expenses related to such treatment.

I hereby grant the Released Parties the right to use my photograph or other likeness for any purpose related to the Houston Rockets or its affiliates, including publicity, marketing and promotion, without compensation to me.

I understand my photograph or likeness may be copied and distributed by means of various media, including, but not limited to, the Toyota Center in-arena scoreboard, news bulletins, mail outs, television, billboards, signs, brochures, placement on the Rockets' website or other electronic delivery, or publication. I acknowledge that the Released Parties have the right to use one or more photographs or other electronic reproduction of my image in accordance with this agreement. I waive any right to inspect or improve the finished product, or any material in which the Released Parties will eventually use the photographs.

This Consent and Release Agreement shall be binding upon my heirs, successors, assigns and legal representatives.

I understand that although the Released Parties will endeavor to use my photograph or likeness in accordance with standards of good judgment, the Released Parties cannot warrant or guarantee that any further dissemination of my photograph or likeness will be subject to the Released Parties supervision or control. Accordingly, I release the Released Parties from any and all liability relating to dissemination of my photograph or likeness, or reproduction, distribution, or display of the photograph or likeness in print or any other media, or any alteration, distortion or illusionary effect, whether intentional or otherwise, in connection with said use. I further release and forever discharge the Released Parties from any and all claims and demands arising out of or in connection with the use of said photograph or image. I also understand that I may not withdraw my permission for the use of any photos or other likeness. The Released Parties have no obligation to make use of my photograph or likeness.

I agree that any dispute ("Dispute") arising out of or related to this Agreement, the relationship of me, the Participant and the Released Parties under this Agreement and/or the Participant's participation in the Activity will be settled by binding arbitration conducted in Houston, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association and the procedures set forth in this paragraph. I agree that if I seek arbitration due to a Dispute, I shall request such arbitration in writing by delivering a clear statement of the Dispute in writing to the opposing party, and if another party seeks arbitration, such party shall deliver a written request for arbitration to me. The arbitration shall be conducted by a single arbitrator to be appointed upon the mutual consent of me and the opposing party. In the event that the opposing party and I are unable to agree on a single arbitrator within twenty (20) days after the written request for arbitration was delivered, then either party may request the appointment of an arbitrator by the Administrative Judge of the Harris County, Texas District Court (the "Administrative Judge"). In the event of the failure, refusal or inability of the Administrative Judge to appoint an arbitrator in the next ten (10)-day period, the party seeking the arbitration shall make the parties' request for appointment of an arbitrator, and furnish a copy of the description of the Dispute and any response, to the American Arbitration Association in Houston, Texas. Any arbitrator shall be unaffiliated with me and the opposing party and shall be a resident of Houston, Texas. No arbitrator shall be employed by me or the opposing party, have any financial dependence upon me or the opposing party or have any financial interest in the Dispute. The arbitrator shall not have the authority, power or right to alter, change, amend, modify, waive, add to or delete from the provisions of this Agreement. The prevailing party in such arbitration shall be entitled to recover such party's costs and attorneys' fees related to the arbitration from the non-prevailing party, and the costs and expenses of the arbitrator shall be paid for by the non-prevailing party in the arbitration.

I understand that in allowing the Participant to participate in the Activity the Released Parties are relying on the representations and warranties I have made herein. This Agreement shall be governed by the laws of the State of Texas (without regard to conflict-of-laws principles). If any provision of this Agreement is held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Agreement.

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number (Home): \_\_\_\_\_ Telephone Number (Work): \_\_\_\_\_