

## Release and Waiver

In consideration for being allowed to attend and participate in the Utah Jazz Dancer Clinic at Xcel Fitness on November 4, 2017, the undersigned (the "Participant"), of the Participant's free will and choice: (a) hereby grants full permission to the Utah Jazz, the National Basketball Association Development League (the "NBA") and its Member Teams, NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents, and their respective licensees and designees to use the Participant's name, voice, photograph, and/or other likeness, 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 the Participant or anyone on the Participant's behalf; and (b) releases, waives, discharges, covenants not to sue, indemnifies and holds harmless Jazz Basketball Investors, Inc. dba Utah Jazz, Excel Fitness, and all subsidiaries, affiliates, predecessors, assigns, present and former officers, owners, shareholders, directors, agents and employees of each and every one of the aforesaid entities (each, a "Released Party"), from any and all liability to the Participant, the Participant's heirs and successors, for any and all claims, demands, losses or damages on account of any injury or loss in any way related to the Participant's attendance and participation in such promotion, including physical injury, caused or alleged to be caused in whole or in part by any Released Party or otherwise.

The Participant further represents that the Participant has read, fully understands and agrees to the contents of this Release and Waiver.

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.**

I, the parent or legal guardian of the above-named Participant, have read, understand and agree to the terms of this Release and Waiver, and hereby give the Participant my legal consent to attend and participate in the above-described promotion, subject to the terms hereof. I further agree that the terms of this Release and Waiver are binding upon and shall apply to me, in my individual capacity and as parent or legal guardian of the Participant.

\_\_\_\_\_  
Signature of Parent or Legal Guardian