

## WAIVER, RELEASE AND ASSUMPTION OF RISK

In consideration of the opportunity afforded me to participate on a voluntary basis in various activities or programming, which may include, but are not limited to, various exercises in connection with Celtics entertainment team auditions (the "Activities"), on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby forever:

1. voluntarily waive, release and discharge Banner Seventeen, LLC (doing business as the Boston Celtics), Boston Celtics Shamrock Foundation, Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective officers, directors, unit holders, members, shareholders, agents, parents, subsidiaries, affiliates, successors and assigns (including, but not limited to, any agencies, broadcasters, periodicals or publications) and employees (each in their individual and corporate capacities) (collectively, the "Released Parties") from any and all liability, actions, causes of action or claims for personal injury, death, disability, property theft, property damage or claims of any nature, whether in law or equity, known or unknown, which I may have or which may subsequently accrue to me or my estate as a result of my participation in the Activities; and
2. agree to defend, indemnify and hold harmless the Released Parties from and against any and all actions, causes of actions, claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of my participation in the Activities, even though the liability may arise out of negligence on the part of the entities or persons mentioned above, or otherwise.

I understand that my participation in the Activities may cause injury or illness, including but not limited to illness related to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19"), and there are certain risks inherent in the Activities that cannot be eliminated regardless of the care taken to avoid such risks. Such risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, illness, death, damage, and expense, the exact nature of which are not currently ascertainable.

I also understand that there are potential risks of which I may not presently be aware. I recognize the importance of, and agree to fully comply with, all (1) applicable laws, policies, rules, and regulations; (2) applicable governmental orders, directives, and recommendations; and (3) instructions regarding participation in the Activities. I certify that I am in good condition and am able to safely participate in the Activities.

I voluntarily elect to participate in the Activities with the knowledge of the potential risks involved in the Activities, and hereby agree to accept and assume full responsibility for and risk of personal injury, death and property damage resulting from my participation in the Activities. I acknowledge that I have read this document thoroughly and am fully aware of the legal consequences of signing below and that I sign the same as my own free act and deed. I agree that if any portion of this document is held invalid, the remainder will continue in full legal force and effect.

I am 18 years of age or older, I have read the foregoing and I fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed.

Name of Participant: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

## RELEASE AND AUTHORIZATION FOR USE OF PHOTOGRAPHS, RECORDING(S), AND NAME

For valuable consideration, the receipt of which is hereby acknowledged, in connection with my participation in the Activities, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby grant Banner Seventeen, LLC (doing business as the Boston Celtics), Boston Celtics Shamrock Foundation, Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc., NBA Media Ventures, LLC, and each of their respective parents, subsidiaries, affiliates, successors and assigns (collectively, the "Parties"), the following worldwide, irrevocable rights in connection with any and all photographs, videos, audio recordings, other recordings, and materials provided by me, or taken of me:

1. to use, re-use, publish, and re-publish, without my prior approval, any and all photographs, videos, audio recordings, other recordings, and materials provided by me, or taken of me, in whole or in part, individually or in conjunction with other photographs, videos, audio recordings, other recordings or materials, modified or altered, in any medium, manner or form and for any purpose whatsoever, including, without limitation, all promotional, trade and advertising uses;
2. to use my name, voice, likeness, and/or biographical material (including but not limited to information regarding my small business) in connection therewith, if any Party so desires; and
3. to copyright such material(s) in the Boston Celtics name or any other name chosen by any Party.

I represent and warrant that with respect to any and all photographs, videos, audio recordings, other recordings and materials provided by me (which may include the name and/or logo of my small business), I have all necessary rights (including, without limitation, any copyright, ownership and/or exploitation rights) to ensure that the Parties have the unrestricted right to use such recording(s), and such recording(s) do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

I hereby waive any right that I may have to inspect and/or approve the finished product of any and all photographs, videos, audio recordings, other recordings, and materials provided by me, or taken of me, or the advertising copy that may be used in connection therewith, or the use in which it might apply. Additionally, I waive any right to royalties or other compensation arising or related to the use of such materials(s).

On behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby waive, release and discharge, and agree to defend, indemnify and hold harmless, the Parties and their duly authorized agents from all liabilities, claims (including, but not limited to, any claims for invasion of privacy or defamation), complaints, demands, actions, damages, costs or expenses (including attorneys' fees and costs) of any nature, whether in law or equity, known or unknown, which I may have, or which may subsequently accrue to me or my estate, against any of the Parties arising out of or in any way related to the use of such materials(s) as authorized herein.

I agree not to transmit, distribute or sell (or aid in transmitting, distributing or selling), in any media now or hereafter existing, any description, account, picture, video, audio or other form of exploitation or reproduction of the Activities or any surrounding activities (in whole or in part). I also agree not to publicly share any not-otherwise-publicly-accessible information about the Activities or the surrounding activities, by any means, without the Boston Celtics' prior written consent. I will not disclose any such details on the Internet (including blogs, social media sites, or any other website), through any media outlet (including newspapers, magazine, television, radio, or any other media outlet), or via any other medium likely to reach a wide audience.

I am 18 years of age or older, I have read the foregoing and I fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed.

Name of Participant: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_