PELIKIDS DANCE PROGRAM AUDITION PARTICIPATION AGREEMENT

In consideration of my child’s participation in the PeliKids Dance Program Audition (the “Audition”) on August 3, 2019, and related events and activities, by the New Orleans Pelicans NBA, LLC (“Pelicans”), I, the undersigned, individually and on behalf of my child, agree to the following (parents/legal guardians should initial on behalf of the participating minor next to each paragraph to indicate that you have read, understood, and agree to the section following your initials):

1.____ I hereby acknowledge, agree, and represent that (i) I understand the nature of the Audition, and (ii) my child is permitted to participate in the Audition. I further certify and acknowledge that my child is physically and mentally capable of participating in the Audition and any associated activities, and that my child is in good health and has no mental or physical condition or symptoms that could interfere with my child’s safety or the safety of others while participating in any activity or using any equipment during the Audition. If at any time I believe that my child’s participation in this Audition is unsafe or hazardous to their health or wellbeing, I will immediately notify Pelicans personnel of their refusal to or inability to participate. Furthermore, I, individually and on behalf of my child, willingly agree to comply with all security measures, policies, and guidelines of the Pelicans and those of the premises where the Audition is taking place.

2.____ I hereby certify that I have adequate health insurance to cover any injury or damages that my child may experience due to their participation in this Audition, or, alternatively, I agree to cover all costs associated with any such injury or damages.

3.____ To the fullest extent permitted by applicable law, I, individually and on behalf of my child, hereby release, indemnify, and hold harmless the Pelicans, the National Basketball Association, the sponsors, promoters, suppliers, vendors, and operators of this Audition, and the respective agents, employees, and officers for all parties, as well as all parties for whom they may be responsible, and, if applicable, the owners and lessors of the premises used for the Audition (collectively, “Releasees”) with respect to any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, lost wages, and loss of services of any kind whatsoever for personal injury (including, without limitation, permanent disability and death) which may result from my child’s participation in, preparation for, or any other activity associated with the Audition, howsoever caused or arising and whether by negligence or otherwise, and whether arising before, during, or after such activity. I further agree not to sue any of the Releasees for or on account of any such injury or injuries.

4.____ To the fullest extent permitted by applicable law, I, individually and on behalf of my child, further release, indemnify, and hold harmless the Releasees with respect to any and all claims of damage to property relating to or arising out of my child’s participation pursuant to this agreement, whether arising from the negligence of the Releasees or otherwise.

5.____ I am familiar with the risks incidental to participation in the Audition, and, to the extent allowed by applicable law, I expressly assume all risk of injury (including permanent disability, death, or property damage), howsoever caused or arising, while in or upon the premises in which the Audition is taking place and while participating in the aforementioned activities, and I will defend, indemnify, and hold harmless the Releasees from any and all claims of any nature which may be occasioned by participation in these events.

6.____ I am familiar with the risks incidental to participation in the Audition, and, to the extent allowed by applicable law, I expressly assume all risk of injury (including permanent disability, death, or property damage), howsoever caused or arising, while in or upon the premises in which the Audition is taking place and while participating in the aforementioned activities, and I will defend, indemnify, and hold harmless the Releasees from any and all claims of any nature which may be occasioned by participation in these events.

7.____ I represent that I am the parent or legal guardian of the minor described below.

I HAVE READ THIS PARTICIPATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I, INDIVIDUALLY AND ON BEHALF OF MY CHILD, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME OR SUCH MINOR AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Parent/Guardian: __________________________________________ Date: _________________

Name of Parent/Guardian: __________________________________________ Age of Child: ______

Name of Child: __________________________________________
PERMISSION – USE OF LIKENESS AND MEDICAL TREATMENT

In further consideration of my child being allowed to participate in the PeliKids Dance Program Audition (the “Audition”), and related events and activities, of the New Orleans Pelicans NBA, LLC (“Pelicans”), I, the undersigned, individually and on behalf of my child, grant full permission to the Pelicans, the National Basketball Association, NBA Properties, Inc., NBA Entertainment, Inc., each of their authorized agents (including, by way of example only, broadcast partners), to use all photographs, videotapes, motion pictures, recordings, poses, statements, and sound materials, or any other record (collectively referred to as “Records”) of my child resulting from my child’s participation in the Audition. In doing so, I understand that the above parties will have the irrevocable right to document, copy, edit, display, reproduce, use, and re-use in any manner, on a worldwide basis, in perpetuity, on all forms of media including but not limited to film, television, and electronic media, and in all means of distribution and publication, the Records without any form of compensation to me or my child for such use. I agree to release and hold harmless all such parties from and against any and all claims, causes of action or demands relating to or arising out of such use, and I hereby waive any right to pre-approve usage of my child's picture, name, likeness, or voice before release or publication and agree that any such usage may be edited in the sole discretion of those to whom I have granted such permission.

_______________________________                          ____________________________
Signature of Parent/Guardian,              Date
Individually and on behalf of minor

I consent for my child to receive emergency medical treatment if deemed necessary.

_______________________________                          ____________________________
Signature of Parent/Guardian,               Date
Individually and on behalf of minor

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(PLEASE PRINT)

NAME OF CHILD  _______________________________________

PERMANENT ADDRESS: _______________________________________

CITY/STATE/ZIP CODE: _______________________________________

PHONE NUMBER(S): _______________________________________

NAME OF EMERGENCY CONTACT: ______________________________

PERMANENT ADDRESS: _______________________________________

CITY/STATE/ZIP CODE: _______________________________________

PHONE NUMBER(S): _______________________________________