

Performer General Release Form

For good and valuable consideration, receipt of which is hereby acknowledged, I hereby forever release and discharge: (i) Pacers Basketball, LLC d/b/a the Indiana Pacers, Pacers Sports & Entertainment and Home Court; (ii) Fever Basketball, LLC d/b/a the Indiana Fever (“Fever”); (iii) Fieldhouse Management, LLC d/b/a Bankers Life Fieldhouse; (iv) the City of Indianapolis; (v) the Capital Improvement Board of Managers of Marion County, Indiana; (vi) the Marion County Convention and Recreational Facilities Authority; (vii) the National Basketball Association and its Member Teams; (viii) NBA Properties, Inc.; (ix) the Women’s National Basketball Association and its Teams; (x) WNBA Enterprises, LLC and their respective parents, subsidiaries, affiliates and related entities, as well as each of the aforementioned parties’ respective directors, officers, owners, governors, members, shareholders, partners, employees, licensees, sponsors, successors, assigns and agents (collectively, the “Released Parties”) from and against any and all claims, causes of action, or demands relating to or arising out of my performance, participation and/or appearance at the Indiana Fever game(s), or other Indiana Fever related event(s), at Bankers Life Fieldhouse or elsewhere (the “Performance”) and further agree to defend, indemnify and hold harmless the Released Parties and their insurers from and against any and all damages, costs, judgments, and/or expenses (including but not limited to attorneys’ fees and other legal fees) they may incur as a result of claims made against them arising out of the Performance or any breach of this General Release.

I expressly assume all risk of injury (including without limitation permanent disability and death) relating to, or arising out of, the Performance, howsoever caused or arising and whether by negligence or otherwise (of the Released Parties or other participants), and accept personal responsibility for the damages following such injury, permanent disability or death.

I grant full permission to Fever, the Women’s National Basketball Association and its Teams, WNBA Enterprises, LLC and their respective parents, subsidiaries, affiliates, directors, officers, governors, shareholders, owners, members, employees, licensees, sponsors, successors, assigns, designees and agents (collectively, the “WNBA Parties”), by any means, whether now known or hereafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any manner, without further notification, authorization or compensation to me or anyone on my behalf, my name (or any nickname) and likeness, and any photographs, videotapes, motion pictures, recordings, or other record of the Performance (or any part or parts of the Performance) 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 WNBA Parties to exercise such rights as provided herein.

I hereby represent and warrant that I have the right to conduct the Performance and that the Performance will not reflect badly on the Released Parties. I further represent and warrant that I have full authority to execute this General Release and do so with full knowledge of the facts and circumstances surrounding the Performance and the rights that I am granting herein.

I acknowledge that I have read and fully understand the foregoing.

AGREED TO AND ACCEPTED:

Name of participant (please print):	Signature of participant (or parent/legal guardian if participant is under 18 years of age)*:	Home Address/Telephone #:	Age of participant:	Date:

*If signed by participant’s parent/legal guardian due to participant being under 18 years of age, the parent/legal guardian signing above represents and warrants that he/she has the authority of the participant’s other parent/legal guardian, if any, to execute this General Release and to bind the other parent/legal guardian.