

Release and Indemnity Agreement
(Adult)
READ CAREFULLY BEFORE SIGNING

In exchange for permitting my participation in activities at The NBA Experience (the "NBA Experience Activities") at Disney Springs® in the Walt Disney World® Resort, I agree and acknowledge the following:

Assumption of Risk: I acknowledge that participation in the NBA Experience Activities can be physically demanding and that my participation is entirely voluntary. I agree to voluntarily assume any and all risks which are inherent in, or are in any way related to, my participation in the NBA Experience Activities. I understand that such risks include, but are not limited to, collisions with persons and/or objects, slippery and/or wet surfaces, injuries from falls, muscle injuries, neck injuries, back injuries, nerve compression, brain damage, paralysis, loss of teeth, concussions, heat and stress related issues, cuts, lacerations, sprains, broken bones and death, as well as property damage and loss by theft or otherwise. I represent to the Released Parties that I am in good health and suffer from no physical impairment or defect which might limit my ability to participate in the NBA Experience Activities. I further represent that if at any time I feel or believe that I am endangered by, or unable to continue participation in the NBA Experience Activities I will immediately discontinue such participation.

Release: On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to forever waive, covenant not to sue, release and discharge the Released Parties, named below, from any and all liability, claims, causes of action, damages, costs or expenses of every kind arising out of or in any way connected to my participation in the NBA Experience Activities, including without limitation, all claims and causes of action based on the sole, joint, active or passive negligence, or gross negligence of any of the Released Parties ("Claims").

Indemnity/Insurance: On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I hereby agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims made or incurred by anyone, including myself, arising out of or in any way connected to the representations I have made in this Agreement or my participation in the NBA Experience Activities, wherever such activities may occur and whether suffered before, during or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the NBA Experience Activities, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the NBA Experience Activities, at my own expense.

Scope: I expressly agree that the Release and Indemnity provided for in this Agreement shall cover all physical and emotional injuries and/or damages, including without limitation all bodily injury (including death) and property damage, whether suffered by me or anyone else before, during or after participation. Additionally, I expressly agree that the scope of the Release and Indemnity shall include any Claims related, in whole or in part, to my own actions, the actions of third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

Released Parties: The Released Parties are: Walt Disney Parks And Resorts U.S., Inc., Disney Destinations, LLC, Disney Vacation Development, Inc., Disney Vacation Club Management LLC, NBA Properties, Inc., the National Basketball Association and its member teams, the National Basketball Players Association, and their respective parent, subsidiary and other affiliated or related companies, and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

Authorization for Medical Treatment: I hereby authorize medical treatment for myself, at my sole cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability of any kind arising out of the provision of, or failure to provide or administer medical care or treatment.

Instructions, Restrictions and Guidelines: I acknowledge that in connection with certain NBA Experience Activities that instructions, restrictions and guidelines (collectively the "Guidelines") will be communicated to me by Disney. I agree to abide by the Guidelines for my own personal safety as well as the safety of other participants and Guests of Disney. I further understand and agree that certain activities may require the use of equipment and that I shall use such equipment as required by Disney pursuant to any Guidelines. I understand that failure to follow the Guidelines by me or any other parties accompanying me may result in the termination of the NBA Experience Activities and/or use of the equipment, with the understanding that any possible refund will be forfeited.

Right of Publicity: In connection with my participation, I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, magazines, and social media) and in all forms

including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for marketing, advertising, publicity, or promotional purposes, or for any other commercial purposes, including, without limitation, publication of the NBA Experience Activities, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

Severability/Partial Invalidity: If any provision or part thereof of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Agreement without affecting the binding force or effect of any other part or provision.

Governing Law, Venue: This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement or the NBA Experience Activities shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). **I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

By signing below, I certify that I have fully read this Agreement and that I am 18 years of age or older.

Signature

Print

Date