

Parental Release and Indemnity Agreement
(Participation by a Minor)
READ CAREFULLY BEFORE SIGNING

With respect to each child or ward (each of whom is listed below), in exchange for each such child's or ward's participation in the activities at The NBA Experience (the "NBA Experience Activities") at *Disney Springs*® in the *Walt Disney World*® Resort, I agree and acknowledge as follows:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

THIS IS A MULTI-PAGE FORM. READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF 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 (COLLECTIVELY, THE "RELEASED PARTIES") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM 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 IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND 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 HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Release of Liability: I acknowledge that participation in the NBA Experience Activities can be physically demanding and that my child's or ward's participation in the NBA Experience Activities is entirely voluntary. I agree, on behalf of my child or ward, to forever waive, release, covenant not to sue and discharge the Released Parties from any and all liabilities, claims, actions, damages, costs or expenses of every kind, including claims based on negligence, arising out of or in any way connected to my child's or ward's participation in the NBA Experience Activities, including without limitation, all claims and causes of action based on or associated with any and all risks which are inherent in, or are in any way related to, his or her 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. Further on behalf of myself, my heirs, executors, personal representatives, administrators and assigns, I hereby forever waive, release, covenant not to sue, and discharge the Released Parties from any and all liabilities, claims, actions, damages, costs or expenses of every kind, including claims based on negligence, arising out of or in any way connected to my child's or ward's participation in the NBA Experience Activities. I represent to the Released Parties that my child or ward is in good health and suffers from no physical impairment or defect which might limit my child's or ward's ability to participate in the NBA Experience Activities. I further represent that if at any time I feel or believe that my child or ward is endangered by, or unable to continue participation in the NBA Experience Activities I will immediately discontinue such participation of my child or ward.

Indemnity/Insurance: I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims, including but not limited to claims based on negligence, made or incurred by anyone, including myself, arising out of or in any way connected with the representations I have made in this Agreement or the child's or ward's participation in the NBA Experience Activities, wherever such activities may occur and whether suffered before, during or after such participation, including, but not limited to, all attorneys' fees and costs incurred up 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 or that of the child or ward relative to the child's or ward's 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 the child's or ward's 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, the child or ward, 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 the child or ward, any third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

Authorization for Medical Treatment: I hereby authorize medical treatment for the minor child for whom I am guardian or otherwise responsible (who is listed below), at my cost, if the need arises, however I acknowledge that the Released Parties shall have no duty, obligation or liability 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 and/or my child or ward by Disney. I agree to cause my child or ward to follow the Guidelines for my own personal safety, the safety of my child or ward, 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 cause my child or ward to use such equipment as required by Disney pursuant to any Guidelines. I understand that the failure by my child or ward to follow the Guidelines may result in the termination of the NBA Experience Activities and/or use of the equipment by me, my child or ward and any other parties accompanying me, with the understanding that any possible refund will be forfeited.

Right of Publicity: I further grant the Released Parties the right to photograph, record and/or videotape my child or ward and further to display, edit, use and/or otherwise exploit my child's or ward's 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 advertising, publicity, or promotional purposes, or for any other commercial purposes, including, without limitation, publication of 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.**

Guardian: By signing below, I certify that: (1) I have fully and completely read and understand this Parental Release and Indemnity Agreement; (2) I am 18 years of age or older; (3) I am the guardian of the minor child(ren) or ward(s) identified below; (4) the information provided is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child(ren) or ward(s) identified below.

Signature

Print

Date

Minor Child(ren) Under 18 Years of Age:

Print Name

Age

Print Name

Age

Print Name

Age

Print Name

Age