WAIVER, RELEASE AND ASSUMPTION OF RISK

In consideration of the opportunity afforded me to participate on a voluntary basis in various activities, which may include but are not limited to participating in the Jr. Celtics Academy Black Friday Clinic (the “Activities”)at Stevens Square Community Center (the “Location”), on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby forever:

1. knowingly, voluntarily and irrevocably waive, release and discharge (and covenant not to sue) Banner Seventeen, LLC (doing business as the Boston Celtics), Boston Celtics Shamrock Foundation, Inc., Celtics Development, LLC (doing business as the Maine Celtics), the National Basketball Association and its Member Teams, NBA Development League, LLC (doing business as the NBA G League), NBA Properties, Inc., Stevens Square Community Center, and each of their respective officers, directors, governors, unit holders, members, shareholders, agents, parents, subsidiaries, and affiliates, and each of their respective licensees, designees, 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 (or with respect to) any and all liability, actions, causes of action or claims for personal injury, illness, 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; (3) health and safety policies put in place by the Boston Celtics, Maine Celtics, the NBA, the NBA G League, and/or the owner/operator of the Location, including those relating to facemasks and/or enhanced health screenings (e.g., COVID-19 vaccination and/or testing requirements); and (4) instructions regarding participation in the Activities. Additionally, I agree to be bound and governed by the Constitution and By-Laws, rules, regulations, resolutions and agreements of the NBA, as they may be modified or amended from time to time. I also certify that I am in good condition and am able to safely participate in the Activities, which may include playing, assisting or otherwise engaging in the sport of basketball as an active participant, assistant or spectator during such special events for which I have volunteered.

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 expressly assume full responsibility for and risk of personal injury, illness, death, disability, property damage and injury of any nature 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 in the event any portion of this document (including, but not limited to, its effectiveness with respect to any Released Party) is held illegal, invalid, or void for any reason, it will be deemed to be modified to the minimum extent necessary to make it legal or valid and the remaining paragraphs and clauses of this document will remain in full legal force and effect. To the extent permitted and possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

*[Remainder of page intentionally blank; signature page follows.]*

I represent that the Participant is a minor, that I am the parent or legal guardian of the minor and that I have read the foregoing, fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed on behalf of myself and the Participant.

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

Name of Parent or Guardian (if Participant is a minor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email (of Parent or Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (of Parent or Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (of Parent or Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian (if Participant is a minor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 the Released Parties the following worldwide, irrevocable rights in connection with any and all photographs, videos, motion pictures, statements, audio recordings, other recordings, and materials provided by me, or taken of me (collectively, “Materials”):

1. to exhibit, record, reproduce, broadcast, transmit, sell, distribute, perform, use, re-use, publish, and re-publish (and license others to do the same), without my prior approval, any and all Materials, in whole or in part, individually or in conjunction with other Materials, modified or altered, in any medium, manner or form and for any purpose whatsoever, including, without limitation, all promotional, trade, sales, advertising and/or any other commercial uses, in any media now or hereafter existing and in perpetuity;
2. to use my name, nickname, voice, biographical material, photograph, and/or likeness, however, captured, for any purpose in connection therewith, if any Released Party so desires; and
3. to copyright such Material(s) in the Boston Celtics name or any other name chosen by any Released Party.

I represent and warrant that with respect to any and all Materials provided by me, I have all necessary rights (including, without limitation, any copyright, ownership and/or exploitation rights) to ensure that the Released Parties have the unrestricted right to use such Material(s), and such Material(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 Materials, 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 the Material(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 Released 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 Released Parties arising out of or in any way related to the use of the Material(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 represent that the above stated Participant is a minor, that I am the parent or legal guardian of the minor, and that I have read the above Release and Authorization, fully and completely understand and agree to the contents of it and adopt the same as my statement on behalf of my minor child or ward, and I sign the same as my own free act and deed on behalf of myself and the Participant. I also hereby give my consent to his or her participation in the Activities. Furthermore, in consideration of the Released Parties permitting the participation of the Participant in the Activities, I hereby agree to indemnify, defend and hold the Released Parties harmless from and against any and all actions, claims, demands, liabilities, losses, damages, costs or expenses (including attorneys’ fees and other costs of defense) which any of them may sustain as a result of, or in connection with, the Participant’s participation in the Activities, regardless of whether it arises as a result of injury, illness, death or loss caused by the negligence or fault of the Released Parties.

Name of Parent or Guardian:

Relationship to Participant:

Email (of Parent or Guardian):

Telephone (of Parent or Guardian):

Address (of Parent or Guardian):

Signature of Parent or Guardian: Date: