

NATIONAL FOOTBALL LEAGUE

RELEASE AND WAIVER

Release and Waiver of Liability: In return for being allowed to participate in and/or attend the National Football League activities being conducted in connection with the 2020 Pro Bowl, January 20 – January 26, 2020, including, without limitation, the 2020 Pro Bowl Game and related activities at Camping World Stadium and the activities taking place at ESPN Wide World of Sports Complex and the *Walt Disney World*® Resort (collectively, the “Activities”), I, for myself, and on behalf of my children, family, estate, heirs, executors, trustees, personal representatives, successors and assigns, **HEREBY RELEASE AND COVENANT NOT TO SUE** the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., the NFL’s sponsors, licensees and partners (e.g. FedEx Corporate Services, Inc., PepsiCo, Inc., etc.) conducting or sponsoring participatory/interactive activities, sampling or other similar games, events or activities at any of the Activities, Joe Lewis Company, A. Smith Productions, LP, On Location Events, LLC, Walt Disney Parks and Resorts U.S., Inc., ESPN, Inc., Student Sports LLC., Disney Destinations, LLC, ESPN Productions, Inc., Orlando Venues, the City of Orlando, Florida Citrus Sports Association, Inc., and all other owners, operators and lessors of premises on or in which any Activity takes place, and the owners, shareholders, members, managers, partners, affiliates and direct and indirect subsidiaries of each of the foregoing, and each of the officers, directors, agents, representatives, employees, contractors, subcontractors, sponsors and licensees of all of the foregoing, and each and all of their respective successors and assigns (collectively the “Released Parties”), for, from and against any and all present and future liabilities, obligations, damages, losses, claims, actions, suits, procedures, demands, costs or expenses (collectively, “Claims”), including, without limitation, for property damage, personal injury, or wrongful death, arising as a result of or relating to my participation in the Activities, or use of facilities, premises, or equipment, whether or not related to the Activities, wherever, whenever, or however the same may occur, regardless of who is at fault and **including as a result of the negligence or fault of any of the Released Parties** (collectively, the “Released Claims”). I agree that the opportunity to participate in and/or attend the Activities is a full and fair exchange for my release of the Released Claims.

Indemnification and Hold Harmless: I further agree to **indemnify and hold harmless** the Released Parties from any and all Claims brought by anyone (including, without limitation, medical providers and insurers) as a result of my involvement in the Activities, or use of facilities, premises, or equipment, whether or not related to the Activities, including, without limitation, any Released Claims, and to reimburse the Released Parties for any costs and expenses, including, without limitation, attorneys’ fees, incurred in defending such actions.

Informed Consent and Assumption of Risk: Activities may involve throwing, sliding, kicking footballs, running, jumping, use of actual or modified football sleds and tackling dummies, obstacle course activities, and other ‘hands-on’ experiences. Activities may also involve physical interactions with and proximity to other participants and members of the public. I acknowledge that I am responsible for wearing appropriate attire and footwear for the activities in which I intend to participate.

I understand and agree that the Released Parties are not responsible for any injury, death or property damage arising out of the Activities, or use of facilities, premises, or equipment, whether or not related to the Activities, even if caused by their negligence or fault. I understand that participation in the Activities involves certain risks, including, but not limited to, consumption of food, weather conditions, negligent or willful acts of other participants, negligent first aid operations and procedures of Released Parties, serious injury and death, and other risks that are unknown at this time. **I am voluntarily participating in the Activities with knowledge of the dangers involved and agree to accept all risks of participation. I knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the negligence of the Released Parties, and assume full responsibility for my participation in the Activities.** I agree to abide by and comply with any posted rules relating to any of the Activities. I further agree that prior to participating in the Activities, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately refuse to participate and will inform the Released Parties.

I consent to administration of first aid and other medical treatment in the event of injury or illness. If I need medical treatment as a result of my participation in the Activities, travel to and from the Activities, or any events incidental to the Activities, I agree to be financially responsible for any costs incurred as a result of such treatment.

Publicity Release: I understand that the Activities may be filmed or photographed and I consent to being filmed, photographed and/or recorded, with any retouching or alteration without restriction, and I hereby grant the Released Parties the unlimited right throughout the world in perpetuity to use my name, city of residence, comments, voice, photo, likeness and/or demographic information free of charge in any manner and for any purpose (including commercial purposes and sublicensing) in any media now known or hereafter developed, and waive my moral rights therein.

Governing Law: I understand that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida and agree that if any provision of this Release and Waiver is invalid, the remainder of this Release and Waiver will continue in full legal force and effect.

Participants Aged 18 and Over: I am of legal age and am freely signing this Release and Waiver, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law. **I have read this Release and Waiver and understand that by signing it, I am giving up legal rights and remedies.** I understand that I am responsible for determining whether participation in the Activities is advisable. In signing this Release and Waiver I have not relied on any statements or explanations by the Released Parties or any of their representatives.

Parent/Legal Guardian if Participant is Under Age 18: I am the parent or legal guardian of the minor(s) participating in the Activities. I am of legal age and am freely signing this Release and Waiver on behalf of the minor(s) participating in the Activities, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law. I understand that I am responsible for determining whether participation in the Activities is advisable for my child/children and I am responsible for my child's/children's behavior and actions while participating in the Activities. **I have read this Release and Waiver and understand that by signing it, I am giving up legal rights and remedies on behalf of myself, my child/children and his/her family, estate, heirs, executors, trustees, personal representatives, successors and assigns.** In signing this Release and Waiver I have not relied on any statements or explanations by the Released Parties or any of their representatives.

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 THE RELEASED PARTIES USE 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 THE RELEASED PARTIES 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 THE RELEASED PARTIES
HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU
DO NOT SIGN THIS FORM.

Print Name: _____

Signature: _____

Date: _____

Print Names of Accompanying Children (if applicable):

Address: _____
