

“Court of Dreams” 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 and Pacers Sports & Entertainment (“Pacers”); (ii) Fever Basketball, LLC d/b/a the Indiana Fever (“Fever”); (iii) Fieldhouse Management, LLC d/b/a Gainbridge Fieldhouse (name subject to change); (iv) Family Basketball, LLC; (v) Pacers Esports, LLC; (vi) Pacers Basketball Development, LLC d/b/a Fort Wayne Mad Ants; (vii) the City of Indianapolis; (viii) the Capital Improvement Board of Managers of Marion County, Indiana; (ix) the Marion County Convention and Recreational Facilities Authority; (x) the National Basketball Association (“NBA”) and its Member Teams; (xi) NBA Properties, Inc.; (xii) the Women’s National Basketball Association (“WNBA”) and its Teams; (xiii) WNBA Enterprises, LLC, (xiv) USA Basketball 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 and/or participation at the Indiana Pacers’ or Indiana Fever’s “Court of Dreams” event (which includes but is not limited to playing basketball at Gainbridge Fieldhouse) at Gainbridge Fieldhouse (name subject to change) (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 (including but not limited to breach of any representation or warranty contained herein).

I expressly assume all risk, hazard and danger of (a) contracting a communicable disease or illness (including but not limited to communicable diseases or illnesses caused by or related to the novel coronavirus SARS-CoV-2 or any resulting disease (together with any mutation, adaptation or variation thereof, “COVID-19”), a bacteria, virus, or other pathogen capable of causing a communicable disease or illness) and/or (b) injury (including without limitation permanent disability and death), relating to, or arising out of, the Performance, howsoever caused or arising, and whether occurring before, during or after the Performance, and whether by negligence, any intentional act or omission, or otherwise (of the Released Parties or other individuals engaging in any of the Performance), and accept personal responsibility for the damages that might result from such illness (including but not limited to communicable diseases or illnesses caused by or related to COVID-19, a bacteria, virus or other pathogen capable of causing a communicable disease or illness), injury, permanent disability or death, including but not limited to all medical expenses, disability, and loss of income. I also agree to follow any protocols related to COVID-19 and understand that failure to do so may result in removal from the Performance. I agree that if I am feeling ill or experiencing symptoms of COVID-19, I will stay home.

I grant full permission to Pacers, Fever, the NBA and its Member Teams, NBA Properties, Inc., the WNBA 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 “NBA Parties”), to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner or by any means, whether now known or hereafter developed, 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 NBA Parties to exercise such rights as provided herein.

I further represent and warrant that: (i) I have the right to conduct the Performance and that the Performance will not reflect badly on the Released Parties; and (ii) I have full authority to execute this General Release and grant the rights granted hereunder, 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.