



PELICANS 2021-2022 ON-COURT EVENT

PARTICIPATION AGREEMENT

In consideration of the New Orleans Pelicans NBA, LLC ("Pelicans") and the National Basketball Association ("NBA") allowing me, the undersigned, to participate in a 2021-2022 Pelicans on-court event and any related events and activities (together, "Event"), and other good and valuable consideration, the receipt of which is acknowledged, I, the undersigned, on behalf of myself and of my personal representatives, successors, heirs, and next of kin, consent to and agree to the following (*please initial next to each paragraph to indicate having read and understood its contents*):

____ **1. ACKNOWLEDGEMENTS.** I hereby acknowledge, agree, and represent that (i) I am at least eighteen (18) years of age, (ii) I understand the nature of the Event, which may include significant physical activity, and (iii) I further certify, agree, and warrant that I am in good health and have no mental or physical condition or symptoms that could interfere with my safety or the safety of others while participating in any activity or using any equipment during the Event, and if at any time I believe my participation in the Event is unsafe or hazardous to my health or wellbeing, I will immediately notify Pelicans personnel of my refusal to or inability to participate. Furthermore, I willingly agree to comply with all security measures, policies, and guidelines of the Pelicans and those of the premises where the Event is taking place.

____ **2. RELEASE FROM LIABILITY FOR INJURY AND ILLNESS.** I, the undersigned, do hereby, for myself, and for any or either of my heirs, administrators, executors, guardians, representatives, and next of kin, forever WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Pelicans, the NBA, the sponsors of the Event, and each of their respective representatives, officers, directors, employees, agents, successors, assigns, medical personnel, and invitees for all parties, as well as the owners and lessors of the premises used for the Event (together, "Releasees"), with respect to any and all injury or illness (including, without limitation, permanent disability and death) relating to or arising out of my participation pursuant to this agreement, howsoever caused or arising and whether by negligence or otherwise, to the fullest extent permitted by law.

____ **3. RELEASE FROM LIABILITY FOR PROPERTY DAMAGE.** I further release, indemnify, and hold harmless the Releasees with respect to any and all damage to property relating to or arising out of my participation pursuant to this agreement, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

____ **4. ASSUMPTION OF RISK.** I expressly assume all risk of injury and illness (including, without limitation, permanent disability and death) relating to or arising out of my participation pursuant to this agreement, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, illness, permanent disability, or death.

____ **5. MEDICAL TREATMENT CONSENT.** I consent to administration of first aid and other medical treatment in the event of injury or illness, and I release and indemnify Releasees from any and all liability or claims arising out of such treatment. I further acknowledge that the Pelicans will NOT provide physicians or other medical services or facilities in conjunction with the Event.

____ **6. HEALTH INSURANCE.** I hereby certify that I have adequate health insurance to cover any injury, illness, or damages that I may experience due to my participation in this Event, or, alternatively, I agree to cover all costs associated with any such injury or damages.

____ **7. COVID-19 VACCINE.** I warrant that, in accordance with NBA rules for on-court participants, I am fully vaccinated against COVID-19, and I agree to verify such status prior to accessing the court. For purposes of the Event, "fully vaccinated" shall mean fourteen (14) days have passed since I received the last dose of an authorized COVID-19 vaccine (e.g., single dose of the Johnson & Johnson vaccine, or second dose of the Pfizer or Moderna vaccine).

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THIS PARTICIPATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I HEREBY REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON MY OWN BEHALF WITH FULL KNOWLEDGE OF ALL FACTS AND CIRCUMSTANCES SURROUNDING MY PARTICIPATION IN THIS EVENT. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Phone Number

Date

Print Name Here

Event (e.g., Half-Time Act; Nat'l Anthem; Promotion)



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PERMISSION – USE OF LIKENESS (READ BEFORE SIGNING)

IN CONSIDERATION of my being permitted to participate in a 2021-2022 Pelicans on-court event and the related events and activities (collectively, the “Event”), I, the undersigned, on behalf of myself and my personal representatives, heirs, successors, assigns, and next of kin, acknowledge, appreciate, and agree to the following:

1. I hereby grant to New Orleans Pelicans NBA, LLC (“Pelicans”), the National Basketball Association and its member teams, NBA Properties, Inc., NBA Entertainment, Inc., and each of their respective parents, direct and indirect subsidiaries, affiliates, successors, assigns, and designees, and each of their respective shareholders, members, partners, officers, directors, employees, agents, representatives, sponsors, licensees, and broadcast partners (collectively, the “Released Parties”) the irrevocable, perpetual, worldwide, and royalty-free right to use my name, nickname, appearance, voice, biographical information, image, likeness, and all photographs, video footage, motion pictures, audio, recordings, or any other record (collectively referred to as the “Records”) of me, however captured, in any media or format now known or hereafter created, and for any purpose, including, but not limited to, for advertising, sales, promotional, and/or any other commercial purposes. In doing so, I understand that the Released Parties will have the irrevocable right, but not the obligation, to record, document, copy, edit, modify, display, reproduce, use, and re-use in any manner, on a worldwide basis, in perpetuity, on all forms of media now known or hereafter devised, including, but not limited to, film, television, internet, and electronic media and in all means of distribution and publication, the Records without authorization, review, or any form of compensation to me for such use. I hereby waive all rights of inspection or approval and any moral rights.
2. I hereby represent and warrant that (i) I am at least the age of majority in my state of residence, (ii) I have the right and the ability to enter into this agreement, and (iii) I am the sole owner of the rights I am granting herein.
3. I hereby release and discharge the Released Parties, and I agree to indemnify, defend, and hold the Released Parties harmless from and against any and all claims, demands, actions, obligations, or liabilities arising out of or in connection with the use, display, editing, production, distribution, transmission, sublicensing, or reproduction of the Records, including, without limitation, any claims for copyright infringement or invasion of privacy or publicity.
4. I further acknowledge that I do not have any authority to videotape or in any other manner record the Event, either visually or audibly, or to hold myself out as being affiliated in any manner with the Pelicans.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND AND AGREE TO ITS TERMS. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date

Print Name

Event (e.g., Half-Time Act; Nat’l Anthem; Promotion)

Email Address

IN CASE OF EMERGENCY, PLEASE CONTACT:

Emergency Contact Name

Emergency Contact Telephone Number