

PARTICIPANT RELEASE

Please Read Carefully, Sign and Return to NIKE

NCAA/HIGH SCHOOL ELIGIBILITY. I understand and agree that if I am, or may become, a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all applicable rules, regulations, and bylaws of my state/territory/national association(s), the NCAA and of any other governing bodies that may be applicable to me ("the Rules"). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.

For purposes of this "Participant Release" document, "Event" means all "2023 Balling on the Beach" events being held at various locations throughout the United States from January 2023 –December 2023, any and all transportation to, from and between Event locations, all product testing at the Event, and all other activities related to the Event and to my participation in the Event. In consideration of the opportunity to participate in the Event, I, the undersigned participant, acknowledge and agree that:

1. ASSUMPTION OF RISK. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage, and severe social and economic losses. These may result from my own actions or inactions or negligence, as well as the actions or inactions or negligence of others, the rules of play, and the condition of the facilities and equipment or vehicles. Further, there may be other risks not known to me and not reasonably foreseeable at this time. *I understand and I have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I warrant that I am physically and mentally able to fully participate in the Event. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.*

2. RELEASE FROM LIABILITY. *I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, fully and forever release and discharge Balling on the Beach, LLC. and the affiliates and subsidiaries of Balling on the Beach, LLC., their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event, from any and all injuries (including death), losses, damages, claims (including negligence claims, excluding gross negligence and intentional misconduct claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Event, including transportation related to the Event, even if it is due to the negligence of the Released Parties, to the fullest extent permitted by law.*

3. AUTHORIZATION TO RECORD AND TO USE RECORDINGS AND NAME. I hereby grant to Balling on the Beach, LLC., its affiliates, subsidiaries, successors, assigns and licensees (including production companies) (collectively "Balling on the Beach") permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording at the Event (collectively the "Recording") and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the Recording and results thereof (or a reproduction thereof, including within any documentary production related to the Event), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. Balling on the Beach shall have no obligation to use any of the rights I grant. I represent that it is not necessary for Balling on the Beach to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. AUTHORIZATION TO COLLECT AND USE DATA. While engaging in the Event, you may provide to Balling on the Beach (1) information such as your name, contact information, age, gender, and other demographic, physical, physiological or identifying characteristics specifically requested from you; and (2) data regarding your use or interaction with Balling on the Beach or services including any feedback, comments or ideas you provide about your experience during the Event (collectively "Event Data"). Your participation in the Event is voluntary. By participating in the Event and providing the Event Data to Balling on the Beach, you hereby grant Balling on the Beach permission to collect, capture, record, and store the Event Data, and grant to Balling on the Beach a license to use the Event Data for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

5. LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS. I hereby grant to Balling on the Beach a perpetual license to use all comments, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

6. ARBITRATION. In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Portland, Oregon unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

7. CONFIDENTIALITY. I understand that, during the Event, I may be exposed to ideas, designs, discoveries, inventions, and trade secrets, including footwear, apparel and equipment designs under development, fabrication processes, innovative materials, drawings, business and marketing plans, sales data, and research about biomechanics and exercise physiology. I agree that all of Balling on the Beach files, data, and information are and shall remain the property of Balling on the Beach and as such may not be used, or copied or distributed to third parties, without the express prior written consent of Balling on the Beach. My obligations of non-disclosure with respect to Balling on the Beach proprietary information shall remain in effect for five years from the date I gain access, so long as such information has not entered into the public domain.

I acknowledge that Balling on the Beach has not arranged for nor carries any insurance of any kind for my benefit and that I am solely responsible for obtaining and paying for any health, life, travel, accident, property or other insurance relative to my injuries or any other loss I may sustain while participating in the Event.

I have read this Participant Release, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Participant Release freely and voluntarily, without any inducement or coercion.

I certify that: I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

PARTICIPANT SIGNATURE PRINT NAME DATE SIGNED :_ADDRESS:

E-MAIL ADDRESS: PHONE NUMBER:

EMERGENCY CONTACT: PHONE NUMBER:

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Participant Release, and (2) authorize Balling on the Beach to arrange for any necessary medical treatment for Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR GUARDIAN SIGNATURE PRINT NAME DATE SIGNED