



House No. 7 Waiver
February 14 & 15, 2019
"Event Waiver"
CHARLOTTE, NC

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER/GRANT OF CERTAIN LEGAL RIGHTS.

As lawful consideration for being permitted by Mirrorball Group LLC, its client Brown-Forman Corporation, NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities"), and/or any of their respective business partners, to participate in the House No. 7 "Activities" ("Activities"). The Activities may include, but are not limited to a Basketball Court. I agree that:

1. I, THE REGISTRANT am twenty one (21) years old or older.
2. My participation in the Activities is inherently dangerous and entails risk of injury, including the potential for serious personal injury and/or property damage, and the risk of injury exists and is considerable; and I freely accept and voluntarily **ASSUME ALL RISKS OF PERSONAL INJURY** or property damage which result in any way from the Activities, including, but not limited to: negligence of persons involved in the Activities; conditions on or about the facilities; the operation of the equipment; transportation; or any other operations associated with the Activities, including without limitation the actions or omissions of employees of Mirrorball Group LLC, Brown-Forman Corporation, NBA Entities, or any of their respective business partners or agents, the actions or omissions of the owners and lessors of the facility used to conduct the Activities, or the actions or omissions of other participants, pedestrians or spectators. I am in good physical and mental health as of today's date; and I have no knowledge of any medical conditions of any kind that would affect my participation in the Activities in any way whatsoever. At all times I agree to act in strict compliance with all directions and instructions of Mirrorball Group LLC, Brown-Forman Corporation, or any of their respective business partners, and/or agents, and any and all applicable laws, rules and regulations of the location of the Activities.
3. I release and indemnify Mirrorball Group LLC Brown-Forman Corporation, NBA Entities, or any of their respective business partners and agents and the owners and lessors of the facility or other equipment used to conduct the Activities, and each of their respective parents, subsidiaries and affiliates, and their respective officers, directors, agents, servants, and employees (collectively, "Released Parties"), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by me or by other persons or property in connection with the Activities, excluding those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of the



Released Parties.

4. I grant to the Released Parties and any authorized person acting on their behalf, the right to record and photograph me, during and in connection with the Activities, and to copyright and use the results and proceeds of such recording and photography (collectively "Photographs"), including my name, voice and likeness included therein, in all media (including without limitation in motion picture, radio, or any form of television) and for all purposes, throughout the world, in perpetuity.

5. I agree that all Photographs, and all copyright in same taken and/or used by or on behalf of the Released Parties are owned by the Released Parties. I agree that I have no right of approval and no advertisement or other material need be submitted to me for any further approval. I further agree that the Released Parties have no responsibility or liability to me for any use or resulting publication of the Photographs. Nothing herein constitutes any obligation of or promise by the Released Parties to make use of any Photographs.

6. In the event that any section of this release, including all waivers and grants, is found to be unenforceable, the remaining terms shall be fully enforceable.

7. This release, including all waivers and grants, shall be binding to the fullest extent permitted by law, and may be pled by the Released Parties as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of myself.