



### GAME PERFORMER WAIVER AND RELEASE

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "AGREEMENT") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.**

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, including, but not limited to, the opportunity for me to practice and perform as a home game performer ("**Performance**") to be held at Crypto.com Arena or other such locations as determined by LA Clippers (collectively, the "**Event Site**") during the 2021-22 NBA season (including any activities prior to and after the regular season, each an "**Event**") for LA Clippers LLC (the "**LA Clippers**"), I, on behalf of myself and my heirs, assigns, executors, administrators, next of kin and other persons acting or purporting to act on my or their behalf (collectively, "**Related Persons**"), hereby acknowledge and agree as follows:

1. **Use of Name, Voice & Likeness.**

- a. I grant full permission to the Released Parties (as defined below) and their respective licensees, sponsors and designees to use my name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization, or notification to me or anyone on my behalf.
- b. I agree that the Released Parties may tape and photograph me (using any still or motion picture camera or otherwise) and record my voice and all sounds during and in connection with my Performance ("**Recorded Materials**"). I agree that the Released Parties will be the exclusive owner of any and all copyrights and all other right, title, and interest in and to the Recorded Materials. I grant full permission to the Released Parties (and their respective licensees, sponsors, and designees) to use, reuse, transmit, publish, sell, distribute, display, broadcast, exhibit, record, perform, and reproduce my name, nickname, voice, biographical information, photograph, statements, and/or other likeness, and the Recorded Materials or any portion thereof (including, the right to sublicense the same), worldwide and in perpetuity in any and all media, whether now known or hereafter discovered, including, without limitation, in and in connection with any and all forms of advertising, marketing and endorsements of products and services. The Released Parties may edit the Recorded Materials in any manner and may reproduce, record and combine the same with other recordings, photographs, likenesses, images and/or artwork in any manner whatsoever, without restriction. I agree that the Released Parties may use the Recorded Materials or any excerpts therefrom, and my name, voice, likeness, attributes, biography and any other indicia of my identity or my Performance, in any and all media, whether now known or hereafter discovered, including, without limitation, in and in connection with any and all forms of advertising, marketing and endorsements of products and services, without further notification or compensation to or authorization by me or anyone acting on my behalf. I acknowledge that the Released Parties shall not have any obligation to use and/or exploit the Recorded Materials in any manner whatsoever. I confirm that to the best of my knowledge any of my statements or actions in connection with my Performance will not violate or infringe upon any third party's personal and/or property rights. I hereby waive any and all right(s) to inspect and approve the use of my Performance or the Recorded Materials.

2. **Assumption of Risk.** I acknowledge and agree that my Performance may involve risk of serious injury, physical disability, death, property damage and/or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where my Performance is being conducted, the nature of my Performance itself, and/or transit to and from the Performance. Knowing and understanding the risks involved with my Performance, including, without limitation, slips, trips, falls, contact with others, equipment or product failures, effects of weather, illness, personal injury, death, and emotional distress, I hereby expressly, voluntarily, and willingly assume full and complete responsibility for any and all risks (including those which are presently unknown to me) of serious injury, physical disability, death, damage and/or loss to persons or property of any kind that may arise from or be related to my Performance (collectively, "**Liabilities**"). I certify that I am in good health and have no medical or mental condition preventing my safe Performance. I acknowledge that it is my responsibility to consult with my personal physician regarding any medical or mental reason, impairment, or disability that might prevent or limit my Performance. I expressly assume any and all risk of injury (including, without limitation, permanent disability and



death) relating to or arising out of my performance of services pursuant to this release, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

3. **Acknowledgments of COVID-19 and Other Risks.** I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “COVID-19”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the Released Parties and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the “Event Site Protocols”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I fully understand and knowingly and voluntarily assume all risks related to traveling to and from, living at or near and providing services in the Event Site, which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death, which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties. I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks.

a. I agree to adhere to all health and safety requirements and policies put in place by the LA Clippers, the NBA, Crypto.com Arena, and any state, provincial, local or other governmental rules and regulations, including any requirements relating to facemasks and/or enhanced health screenings.

b. **I REPRESENT AND CONFIRM THAT (please check one):**

**I AM FULLY VACCINATED FOR COVID-19 AS DEFINED BY CENTERS FOR DISEASE CONTROL AND PREVENTION (“CDC”) GUIDELINES. THE CDC DEFINES FULL VACCINATION FOR AN INDIVIDUAL AS TWO (2) WEEKS AFTER RECEIPT OF A SINGLE-DOSE VACCINE AND TWO (2) WEEKS AFTER RECEIPT OF THE SECOND DOSE FOR A TWO-DOSE VACCINE; OR**

**I HAVE TESTED NEGATIVE FOR COVID-19 BY ANTIGEN TEST WITHIN 24-HOURS OR BY PCR TEST WITHIN 48-HOURS PRECEDING MY PERFORMANCE (HOME TEST RESULTS ARE NOT ACCEPTABLE FOR THESE PURPOSES)**

4. **Waiver and Release.**

a. For and in consideration of the LA Clippers allowing my Performance, I, on behalf of myself and each of my Related Persons, hereby fully, knowingly, voluntarily and irrevocably and forever release, waive, hold harmless, and discharge and covenant not to sue each and all of the Released Parties, and their respective licensees, sponsors, and designees, from (or with respect to) and against any and all claims, suits, demands, actions, or causes of action for damages of any kind, which I may or might have against the Released Parties or any of them, arising from or by reason of any and all Liabilities (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or pathogen), disability, suffering of short-term or long-term health effects, or loss of or damage to property or other loss (including, without limitation, medical expenses and/or attorneys’ fees), whether past, present or future, and whether known or unknown, foreseen or unforeseen, and any consequences thereof resulting from my Performance, my transit to and from the Performance, or any breach of this release, which I or any of my Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to: (i) my exposure to COVID-19; (ii) my provision of services for the Performance; (iii) my travel to or from or presence within or around the Event Site or compliance with any Event Site Protocols; or (iv) any of the risks identified above in Section 2 and Section 3, in each case whether caused by any action, inaction, or negligence of any Released Party or otherwise. I further waive and release any and all claims against the Released Parties relating to my Performance and their use of any Recorded Materials in any version or any media, now known or hereafter devised, including, without limitation, any rights and claims relating to copyright, defamation (including libel and slander), moral rights, rights of privacy and/or publicity or confidentiality.

b. I intend for this release to be a full waiver and release of all claims of any nature I had, now have, or may in the future have against the Released Parties in connection with my Performance. I acknowledge that I may have or may in the future have claims



against the Released Parties which I presently do not know or suspect to exist in my favor at the time I execute this release which if known, might materially affect my execution of this release. I expressly waive all rights I may have under Section 1542 of the California Civil Code, which states:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

- c. For the purposes hereof, the “Released Parties” are: (i) LA Clippers, the National Basketball Association (“NBA”) and its member teams, NBA Properties, Inc. (“NBAP”), and each of their respective affiliates, administrators, designees, licensees, agents, players, coaches, owners, officers, directors, employees, contractors and other personnel (collectively, the “NBA Parties”); (ii) American Broadcasting Companies, Inc., ESPN Inc., Turner Broadcasting System, Inc., Sinclair Broadcast Group, Inc.; (iii) the Event Site, including without limitation, Crypto.com Arena, Anschutz Entertainment Group, Inc., L.A. Arena Funding, LLC, and any and all other venues therein (including the owners, lessees and sublessees thereof), sponsors, contractors and other vendors; (iv) other third parties present at or from time to time brought to the Event Site (including, without limitation, media and medical personnel); and (v) any respective sponsors, auxiliary organizations, volunteers, suppliers, affiliates, parents, subsidiaries, related entities, governors, shareholders, partners, employees, contractors, sub-contractors, insurers, representatives, successors, and/or assigns of each of the forgoing entities and persons, whether past, present or future, and whether in their institutional or personal capacities.

5. **Indemnity/Losses and Damages.** I hereby agree to indemnify and hold harmless the Released Parties from and against any and all claims, lawsuits, liabilities, loss, damages, demands, actions, causes of action, costs and expenses of any kind (including attorneys’ fees), which may be made against them or incurred by them, or any of them, arising out of my Performance, any breach of my representations and warranties hereunder, and/or resulting from my tortious conduct, or the failure of any rights granted by me to the LA Clippers pursuant to this release. I agree that I am financially responsible for any and all losses and damages (whether to myself or others) resulting from my Performance.

6. **Emergency Medical Care Authorization.** In the event medical attention is needed, I (and, if applicable, my Parent/Legal Guardian) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense. I (and, if applicable, my Parent/Legal Guardian) further authorize any physician or other health care provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent/Legal Guardian) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

7. **Representations and Warranties.** I represent and warrant that I have the right to conduct the Performance, that my Performance will not place any of the Released Parties in a negative light, whether directly or indirectly, that my Performance will not interfere with or violate the rights of any third party, and that I have full and complete authority to execute this release. I acknowledge and agree that I am prohibited from using any intellectual property owned and/or controlled by the Released Parties, including, without limitation, any costume or uniform, without the prior written consent of the applicable party. Further, to the extent applicable, I agree to be bound and governed by the constitution and by-laws, rules, regulations, resolutions and agreements of the NBA, as the same may be modified or amended from time to time, and any and all rules regarding my conduct, Performance, attire, etc. communicated to me by the Released Parties. Additionally, I represent and warrant that any and all ASCAP, BMI, SESAC or other copyright fees applicable to the Performance will be the full and sole responsibility of myself directly to the applicable copyright agency, and I shall hold and save Released Parties harmless of and from all of such fees and any related expenses and damages.

8. **Governing Law.** This release will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles.

9. **Arbitration Agreement.** I agree that (a) any current or future claim, action or proceeding between me and any of the Released Parties arising out of or relating to this Agreement, or my presence at the Event Site or my Performance (collectively, the “Claims”), must be submitted for confidential, final and binding arbitration to JAMS, Inc. pursuant to the Federal Arbitration Act (“FAA”), (b) the FAA is applicable because the NBA Parties are engaged in transactions involving interstate commerce with respect to the Event, (c) the arbitration shall proceed before a single arbitrator, (d) the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, (e) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not



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limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrator selected pursuant to this provision, (f) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (g) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (h) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (i) any arbitration conducted pursuant to this Agreement shall take place in Los Angeles, California. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for rights or benefits to which I am not otherwise entitled and the more expeditious and confidential resolution of any such dispute.

10. **Class Action Waiver.** I agree that all claims described in Section 9 must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.

11. **NBA Rules.** I shall be bound and governed by the Constitution and By-Laws, rules, regulations, resolutions and agreements of the NBA, as they may be modified or amended from time to time.

12. **Severability.** I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

13. **Relationship Between the Parties.** Nothing in this Agreement or the Event Site Protocols shall be construed to create an employer-employee, principal-agent or independent contractor relationship between any of the NBA Parties or other Released Parties and me. At all times I shall remain responsible for all compensation, benefits and insurance and any other claims I may have arising out of or related to the performance of my services and my entry into and presence at the Event Site.

14. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THE TERMS USED HEREIN AND THEIR LEGAL SIGNIFICANCE. I RECOGNIZE THAT MY SIGNATURE ON THIS RELEASE IS A CONDITION OF MY ADMISSION TO AND CONTINUED PRESENCE AT THE EVENT SITE AND THAT THE NBA PARTIES AND THE OTHER RELEASED PARTIES ARE RELYING UPON IT AND ARE PERMITTING ME TO PERFORM, AND THAT I CANNOT REVOKE THIS RELEASE (IN WHOLE OR IN PART) AFTER I SIGN. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS CONTRARY TO ANYTHING CONTAINED HEREIN HAVE BEEN MADE BY ANY OF THE NBA PARTIES OR OTHER RELEASED PARTIES. I VOLUNTARILY, ON MY OWN FREE WILL, SIGN THIS RELEASE AND ITS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER. MY SIGNATURE ON THIS RELEASE IS INTENDED TO BE BINDING UPON ME AND MY SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, ASSIGNS AND (IF APPLICABLE) THOSE OF MY MINOR CHILD.

I represent and warrant that I am over 18 years of age (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below) and have the right to make this statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

**For use by parent or legal guardian of a participant under 18 years of age:** I represent that I am the parent or legal guardian of the minor named above and I agree that the grant, waiver, release, and assumption of risk contained in this agreement bind us and said minor to all of the terms thereof.

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name (Print): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_