

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT

Event: 2018 NCAA® Women's Final Four® Bounce Sat. March 31 and the 2018 Women's Final Four Tourney Town™ Thu. March 29, Fri. March 30, Sat. March 31, and Sun. April 1, including all activities and interactives therein (the "Events").

Location: **Bounce:** McFerson Commons Park, 218 West Street, Columbus, OH 43215
Tourney Town: Greater Columbus Convention Center, 400 N. High Street, Columbus, OH 43215

In consideration for participation in the Events, the undersigned participant, for himself/herself, and his/her heirs, personal representatives and assigns, agrees as follows:

Assumption of Risk: Participant hereby acknowledges and agrees that he/she understands the nature of the Events; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Events; and that, except as expressly set forth herein, he/she, knowingly and voluntarily, accepts, and assumes responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Events.

Release and Waiver: Participant hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the National Collegiate Athletic Association and its member institutions; MKTG, Inc.; NCAA Official Corporate Champions and Corporate Partners; State of Ohio; City of Columbus; Franklin County; Greater Columbus Sports Commission; Experience Columbus; Columbus Local Organizing Committee; the Big Ten; Columbus Convention and Visitors Bureau; CBS; Turner; Women's Basketball Coaches Association; and Nationwide Arena; each of their respective subsidiaries, subdivisions, affiliates and parent organizations, and their respective officers, employees, agents and subcontractors (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Events, except for those caused by the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. Participant or guardian of Participant further acknowledges and agrees that he/she is not an employee of any Releasee, will receive no pay, benefit, or other privileges of employment of any kind for his/her services, including salary, travel, parking, reimbursement, or any other expenses that he/she may incur incidental to or in connection with his/her services, and has no expectation of any such payment, benefits or privileges. Participant understands that he/she is not entitled to any benefits normally associated with employment, such as worker's compensation, retirement, or paid leave accrual, and that he/she is not eligible for unemployment compensation benefits when the participant's assignment ends. Participant has not been promised and has no expectation that he/she will receive a paid position as a result of the Participant's services. Participant and his/her respective heirs, personal representatives and assigns, promises not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of Participant's participation in the Events. Participant agrees that he/she will not be a plaintiff of class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding arising out of Participant's participation in the Events.

Indemnification and Hold Harmless: Participant hereby agrees to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, losses, and liabilities including, but not limited to, attorneys' fees, arising from, or in any way related to, Participant's participation in the Events, except for those arising out of the willful misconduct, gross

negligence or intentional torts of the above Releasees, as applicable. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASEES.

Permission to Use Likeness/Name: PARTICIPANT AGREES TO ALLOW WITHOUT COMPENSATION HIS/HER LIKENESS, TO APPEAR IN MATERIAL, REGARDLESS OF MEDIA FORM, PROMOTING THE NCAA, ITS CHAMPIONSHIPS, EVENTS AND ACTIVITIES, INCLUDING THOSE OF ITS REPRESENTATIVES AND LICENSEES.

Severability: Participant expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: Participant acknowledges and agrees that he/she has read this Agreement in its entirety, and has had the opportunity to ask questions about the same. The undersigned fully understands that by signing this Agreement and assuming the risks associated with participation in the Events, as well as further agreeing to release, covenant not to sue, waive liability, and indemnify the Releasees, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. Participant acknowledges that he/she is signing this agreement freely and voluntarily, that this represents the entire agreement and understanding between the Releasees and the undersigned, and the undersigned is not relying on any statement or representation of fact or opinion by any of the Releasees or any third party, except as expressly set forth herein. This Agreement supersedes any other written or oral communications between the Releasees and the undersigned or the Releasees and any other participant(s) specified above regarding the subject hereof.

Authority to Sign: Participant further warrants and represents, on behalf of himself/herself, that he or she is eighteen (18) years of age or older, and has the authority to sign this Agreement.

Name of Participant

Date

Signature of Participant

Signature of Parent/Guardian of Minor
(if Participant is under the age of 18)