

**WAIVER, GENERAL RELEASE OF CLAIMS, MEDIA RELEASE, AND COVENANT NOT TO SUE  
("RELEASE") -(MINOR PARTICIPANT – UNDER 18 YEARS OF AGE)**

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

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned warrants that he/she is the natural guardian (which means the minor child's parent, adoptive parent, or other guardian by court order) of the minor child named below participating in the Miami HEAT "High Five Club" (the "**Activity**"), at the arena located at 601 Biscayne Boulevard, Miami, Florida 33132. I understand that my minor child's participation in the Activity involves a risk of loss and personal injury to others and my minor child. I am voluntarily allowing my child to participate in the Activity with knowledge of the possible danger involved and hereby voluntarily and expressly assume and accept, on behalf of myself and my minor child, any and all risk of sickness, illness, injury, and inherent risks of injury (including, without limitation, permanent disability and death) to my minor child or to any other person which may result from or arise out of my child's participation in the Activity, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability, or death, and hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue) Miami Heat Limited Partnership, Basketball Properties, Ltd., Kaseya Center, the National Basketball Association and each of its member teams, NBA Properties, Inc., NBA Media Ventures, LLC, the City of Miami, Miami-Dade County, and each of their respective direct and indirect owners, parents, subsidiaries, affiliates, officers, agents, directors, governors, employees, partners, agents, and their respective licensees and designees (collectively, the "**Releasees**").
2. I understand and agree that, by signing this Release, I, on behalf of myself and my minor child, am releasing and holding harmless the Releasees from and against any and all damages, claims, demands, liabilities, costs or expenses of any kind, or causes of action which hereinafter may accrue against them and which in any way relate to or arise as a result of my minor child's participation in the Activity. I acknowledge and agree that the Releasees will not be liable for injury or death of any person, including my minor child, while engaging in the Activity and further that the Releasees are not responsible for loss, damage or destruction of property from any cause.
3. I understand and agree that the Activity has inherent risks and dangers that no amount of care, caution, or expertise can eliminate, including, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These inherent risks and dangers may result not only from my minor child's actions, inactions, or negligence, but also by the actions, inactions, or negligence of others, including other participants, the condition of the premises, or the condition of any equipment used. I understand and acknowledge that there may be other inherent risks not reasonably known at this time. In addition, I fully understand that (i) 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; (ii) no precautions, including the protocols that will be implemented from time to time by the Releasees can eliminate the risk of exposure to COVID-19; (iii) 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 (iv) 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, on behalf of myself and minor child, related to COVID-19. I, on behalf of myself and my minor child, accept personal responsibility for any and all damages, liability, and other losses that I or my minor child may incur in connection with all of the foregoing risks.
4. I, on behalf of myself and my minor child, do hereby acknowledge that my child may be photographed, videotaped, and/or interviewed. I grant full permission to the Releasees by any means, whether now known or hereinafter developed to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any manner, without further notification, authorization, or compensation to me, my child, or anyone on either of our behalves, my child's 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 and all media or format, whether now known or hereafter developed, (individually or collectively, the "**Recordings**") worldwide and in perpetuity. I represent and warrant that no further permission is required for the Releasees to use the Recordings as provided herein.

5. I further agree that (i) any current or future claim, action or proceeding between me and any of the Releasees arising out of or relating to this Release, or in connection with the Activity (collectively, the "Claims"), must be submitted for confidential, final and binding arbitration to the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes); (ii) the arbitration shall proceed before a panel of three (3) arbitrators (one (1) arbitrator will be selected by me, one (1) arbitrator will be selected by the Releasees, and the third arbitrator will be selected by the other two (2)); (iii) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrators selected pursuant to this provision; and (iv) any arbitration conducted pursuant to this Release shall take place in Miami-Dade County, Florida. The decision or award of the arbitrators will be final and binding upon all parties and may be entered in any court of competent jurisdiction. I agree that all claims described under this Release 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 Releasees.
6. I further represent, warrant and covenant that (i) I am aware that this is an agreement not to sue the Releasees and constitutes a complete release of liability by me and my minor child in favor of the Releasees; (ii) I have the full authority to execute this Release and do so with full knowledge and understanding of the contents hereof; and (iii) I am over 18 years of age, not under any legal disability, and the natural guardian of the child named below, which means I am the minor's parent, adoptive parent, or other guardian by court order. If I am not any of those persons, I will not sign this form and will immediately notify the Miam Heat that I am not the natural guardian of the minor named below.

This Release is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. If any portion of this Release is held invalid, any portion not being held invalid will remain in full force and effect.

Section 744.301 of the Florida Statutes requires that we give you this notice in the exact form below.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES (AS DEFINED ABOVE) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Minor Name

\_\_\_\_\_  
Minor Cell Phone Number

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Cell Phone Number

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Alternate Phone Number

\_\_\_\_\_

Date

\_\_\_\_\_

Parent/Guardian Email Address