

PERFORMER GENERAL RELEASE

1. For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned warrants that he/she is the natural guardian (which means the minor's parent, adoptive parent, or other guardian by court order) of the minor named below. I, on behalf of the minor named below, hereby agree to the following:
2. I shall release and hold harmless the Miami HEAT, Miami Heat Limited Partnership, Kaseya Center ("**Arena**"), Basketball Properties, Ltd., the National Basketball Association ("**NBA**") and each of its member teams, NBA Properties, Inc. ("**NBAP**"), and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents, and each of their respective licensees and designees (collectively, the "**NBA Parties**") from and against any and all damages, claims, liabilities, costs or expenses of any kind, causes of action, or demands relating to or arising out of: (i) my performance or the provision of my services for the Miami HEAT (collectively, the "**Performance**"), (ii) my negligent acts or omissions or willful misconduct, or (iii) my breach of this Performer General Release ("**Release**").
3. I expressly assume all risk of sickness, illness or injury (including, without limitation, permanent disability and death) relating to or arising out of the Performance, 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) each and all of the NBA Parties from (or with respect to) any and all claims, suits or causes of action arising out of or in connection with the foregoing.
4. 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.
5. I acknowledge and agree that the Miami HEAT may terminate my Performance without cause at any time.
6. I acknowledge and agree that: (i) the Miami HEAT may require a specific number of promotional appearances, of which I shall comply; (ii) the Miami HEAT will schedule all promotional appearances in connection with the Performance on my behalf; (iii) I shall be expressly prohibited from attending any promotional appearances or Performance without the prior written consent of the Miami HEAT; and (iv) prior to my provision of my services contemplated herein, I shall review, sign, and return to the Miami HEAT the attached Arbitration and Release and Waiver of Liability Agreement.
7. I agree to comply with all applicable Miami HEAT rules, as they now exist or are hereinafter adopted, including, but not limited to, the Miami HEAT Code of Ethics, Non-Discrimination/Anti-Harassment Policy and Procedures, and Conflict of Interest policies and the reporting rules and procedures set forth therein, and will notify the Miami HEAT or contact the NBA's Respect in the Workplace Hotline if I am subjected to or become aware of any behavior that is prohibited by such policies. In addition, I agree to adhere to all health and safety requirements and policies put in place by the Miami HEAT, the NBA, and the Arena, and any state, provincial, local or other governmental rules and regulations.
8. I understand and agree that I am prohibited from using any intellectual property owned by the Miami HEAT, including the wearing of any costume or attending any promotional appearances, directly or indirectly (including, but not limited to, in person, in photographs, and on social media), in connection with my Miami HEAT affiliation, without the Miami HEAT's prior written consent.
9. I agree to the terms set forth in the attached Exhibit A, Arbitration and Release and Waiver of Liability Agreement and Exhibit B, Likeness Release, and will submit signed copies of each agreement along with this signed Release.
10. I grant full permission to the NBA Parties by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, and use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, and 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 or anyone on my behalf, my name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose, in any and all media or format, whether now known or hereafter developed, worldwide and in perpetuity. I acknowledge and agree that any photograph, videotape, recording, or other record that I take or create at the Arena in any way connected to the Miami HEAT and/or the Performance will be the property of the Miami HEAT and NBAP.

11. I further represent and warrant that: (i) I am aware that this is an agreement not to sue the NBA Parties and constitutes a complete release of liability by me and my minor child in favor of the NBA Parties; (ii)) I have the right to conduct the Performance and that the Performance will not reflect badly on the NBA Parties; (ii) 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 NBA Parties that I am not the natural guardian of the minor named below.

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 BY:

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

EXHIBIT A -

ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

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.

IN CONSIDERATION of being permitted to enter or re-enter and remain at arenas hosting National Basketball Association ("NBA"), Women's National Basketball Association ("WNBA"), NBA G League ("NBA G League"), or NBA 2K League ("NBA 2K League") (collectively, "League") games (or such other locations determined by the League at which I will perform services and any hotels or other living or working accommodations arranged by or on behalf of any of the Released Parties (as defined below) for my utilization in connection with my services) (individually and collectively, the "Event Site"), for the purpose of providing services in connection with the playing of League games and/or other League-related exhibitions, events, contests, film/photo shoots and/or other activities, including, but not limited to, any applicable travel, living and working arrangements (collectively, the "Event"), 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. **Acknowledgments of Risks of Injury to Person (Including Health Risk) or Property.** I UNDERSTAND THAT MY PRESENCE AT THE EVENT SITE INVOLVES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING HEALTH RISKS AND DEATH) AND PROPERTY DAMAGE. I also understand that if I am granted access to any restricted area, such as the playing court or sideline, there may be increased risk due to the close proximity to the court and the presence of players, coaches and gameday staff members actively participating in basketball-related activities. I also 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 or have been present; (b) no precautions, including protocols that may be implemented from time to time by Miami Heat Limited Partnership ("Miami Heat"), Basketball Properties, Ltd. ("BPL"), NBA Properties, Inc. ("NBAP"), the NBA, WNBA Enterprises, LLC ("WNBAE"), the WNBA, NBA Development League, LLC ("NBADL"), the NBA G League, NBA 2K League, LLC ("NBA2KL"), the NBA 2K League, USA Basketball ("USAB"), 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/or 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 being granted access to, traveling to and from, entering, re-entering or remaining and providing services at the Event Site, which may include, without limitation, the risk of bodily injury (including death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, personal injury, disability, other short-term or long-term health effects and lost, stolen or damaged property, 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 (as defined below). 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.

2. **Release, Waiver of Liability, and Covenant Not to Sue.** (A) I, ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AND FOREVER RELEASE, WAIVE AND DISCHARGE (AND COVENANT NOT TO SUE), EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, 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 PROVISION OF SERVICES AT THE EVENT SITE; (II) MY TRAVEL TO OR FROM OR PRESENCE WITHIN OR AROUND THE EVENT SITE OR COMPLIANCE WITH ANY EVENT SITE PROTOCOLS OR ANY OF THE OTHER POLICIES OR PROTOCOLS AT THE EVENT SITE; (III) MY EXPOSURE TO COVID-19; OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN SECTION 1, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE. I UNDERSTAND THAT THIS RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

(B) FOR THE PURPOSES HEREOF, THE “RELEASED PARTIES” ARE: (I) THE NBA AND ITS MEMBER TEAMS, INCLUDING THE MIAMI HEAT, NBAP, WNBAE, THE WNBA AND ITS TEAMS, NBADL, THE NBA G LEAGUE AND ITS TEAMS, NBA2KL, THE NBA 2K LEAGUE AND ITS TEAMS, USAB, 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) BPL AND THE EVENT SITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL ARENAS, INCLUDING THE KASEYA CENTER, HOTELS AND OTHER VENUES THEREIN (INCLUDING THE OWNERS, LESSEES AND SUBLESSEES THEREOF), SPONSORS, CONTRACTORS AND OTHER VENDORS; (III) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE EVENT SITE (INCLUDING, WITHOUT LIMITATION, MEDIA AND MEDICAL PERSONNEL); AND (IV) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT OR FUTURE AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

3. **Governing Law.** I agree that this Agreement shall be governed by the laws of the State of Florida, without regard to choice of law principles.

4. **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 work at the Event (collectively, the “Claims”), must be submitted for confidential, final and binding arbitration to Judicial Arbitration and Mediation Services, Inc. (“JAMS”) 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 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 Miami-Dade County, Florida. 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.

5. **Class Action Waiver.** I agree that all claims described in connection with, relating or incidental to my being granted access to, traveling to and from, entering, re-entering or remaining, and providing services at, the Event Site, and any activity associated therewith 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.

6. **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.

7. **Relationship Between the Parties.** Nothing in this Agreement or the Event Site Protocols or any of the other policies or protocols in place at the Event Site 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.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT; understand its terms, including that I am hereby giving up substantial legal rights; understand that it is a material inducement for 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 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.

AGREED TO AND ACCEPTED:

Name (please print)

Signature

Date

EXHIBIT B –

PERFORMER LIKENESS RELEASE FORM

I grant full permission to the Miami HEAT, Kaseya Center, Basketball Properties, Ltd., the National Basketball Association and each of its member teams, NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (collectively, the **"NBA Parties"**) (and their respective licensees, sponsors and designees), 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, in any manner, without further notification, authorization or compensation to me or anyone on my behalf, my name and likeness, and any photographs, videotapes, motion pictures, recordings, statements or other record of the Performance (or any part or parts of my Performance) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the NBA Parties to use the Performance as provided herein.

I further represent and warrant that: (i) I have the right to conduct the Performance and that the Performance will not reflect badly on the NBA Parties, and (ii) I have full authority to execute this Release and do so with full knowledge of the facts and circumstances surrounding the Performance and the rights that I am granting herein.

I acknowledge that I have read and fully understand the foregoing.

BY: _____
(signature)

Dated: _____

Printed Name

Signature of Parent/Guardian (if performer is less than 18 years of age)