

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

Participant Name: _____

IN CONSIDERATION of being permitted to participate in any way in the **2013 Big Ten Men's Basketball Tournament** activity or any other activity or event collateral thereto (the "Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of **2013 Big Ten Men's Basketball Tournament** Activities and that I or the minor participating in the Activities (the "Minor Participant") am/is qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further my or the Minor Participant's participation in the Activities.

2. FULLY UNDERSTAND that: (a) **2013 Big Ten Men's Basketball Tournament** ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions or those of the Minor Participant, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or the Minor Participant or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I or the Minor Participant incur as a result of my participation or that of the Minor Participant in the Activities.

3. FURTHER AGREE that **the "Releasees" named below** may provide or arrange for emergency care and provide or arrange for emergency care transportation if medical treatment is deemed necessary by the staff of any of such Releasees. None of the Releasees named below is financially responsible for such treatment.

4. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE **the Chicago Sports Commission, the Chicago Convention & Tourism Bureau d/b/a Choose Chicago ("Choose Chicago"), the United Center Joint Venture, the Big Ten Conference**, any other provider of services, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activities take place, and each of their respective administrators, directors, agents, officers, partners, members, shareholders, affiliates, independent contractors, volunteers, representatives and employees (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, COSTS, DAMAGES AND ACTIONS, INCLUDING THOSE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, BASED UPON OR SUSTAINED IN CONNECTION WITH MY PARTICIPATION OR THAT OF THE MINOR PARTICIPANT IN THE ACTIVITIES. I FURTHER RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES FROM ALL PERSONAL INJURY, INCLUDING NEGLIGENCE, BASED UPON OR SUSTAINED IN CONNECTION WITH MY PARTICIPATION OR THAT OF THE MINOR PARTICIPANT IN THE ACTIVITIES.

5. FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, losses, liability, damages or costs which may incur as the result of such claim.

6. HEREBY GRANT **the Chicago Sports Commission, Choose Chicago, the United Center Joint Venture and the Big Ten Conference** the permission to use my likeness, voice and words or those of the Minor Participant, including any photograph or video taken in connection with the Activities that contains my image or that of the Minor Participant, for publication and/or promotional purposes in television, radio, film or any other form, including marketing, fundraising and/or informational presentations.

BY EXECUTING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT: I AM OVER 18 YEARS OF AGE AND OF SOUND MIND; I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY EXECUTING IT AND HAVE EXECUTED IT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST

EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Illinois (without regard to any conflict of laws rule or principle). Any judicial action or proceeding against any of the Releasees relating in any way to this Agreement or to the Activities shall be brought and enforced in a court of competent jurisdiction having situs within the boundaries of the State of Illinois, and I hereby irrevocably submit to the jurisdiction of such courts with regard to any such action or proceeding.

Signature: _____ Date: _____

If signing on behalf of a Minor Participant:

Printed Name of Signatory: _____

Relationship to Minor Participant: _____