



**RELEASE AND WAIVER OF CLAIMS (ADULT)**

I HEREBY ACKNOWLEDGE AND AGREE THAT MY PARTICIPATION IN CERTAIN PROMOTIONAL ACTIVITIES AND/OR THE USE OF EQUIPMENT AND/OR FACILITIES IN CONNECTION THEREWITH AT PHILIPS ARENA (THE "ACTIVITIES") OF THE ATLANTA HAWKS, L.P. ("HAWKS") INVOLVES RISK OF BODILY INJURY, DEATH AND/OR DAMAGE TO OR LOSS OF PROPERTY AND I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN. In consideration of the Hawks allowing me to participate in such Activities, I hereby release and hold harmless the Hawks; Atlanta Hawks Management, LLC; ATL Hawks, LLC; Arena Operations, LLC; Arena Sports Marketing, LLC; ATL Investco, LLC; Entertainment Enterprises, LLC; Atlanta Fulton County Recreation Authority and the National Basketball Association and its Member Clubs (the "NBA") their subsidiary and affiliated companies, and all of their respective directors, shareholders, officers, employees, agents, sponsors, successors and assigns (collectively, the "Hawks Parties"), from any and all rights, claims, demands, losses, damages, expenses, costs and actions (including reasonable attorneys' fees) which I, my heirs, executors, representatives or assigns may have in connection with my voluntary participation in the Activities, including without limitation, any bodily injuries, death, personal injuries or property damage that I may incur or which may arise or result from my voluntary participation in the Activities. I acknowledge that my participation in the Activities shall be subject to the rules and regulations which the Hawks may require and that I shall be obliged to pay for any damage that I may cause while participating in the Activities.

Further, I hereby grant the Hawks Parties and their sponsors the perpetual, worldwide right to make both visual and/or audio recordings and still images of me and to use my name, voice, likeness, picture, words and writings, identity, testimonials, biographical information or any material based on or derived there from in connection with any of the Hawks games, Hawks -related programming, promotional/marketing materials, and/or other media (collectively, the "Media") and for the purpose of advertising, marketing and/or promoting the Hawks Parties and their sponsors. I agree that the rights granted hereunder shall include the perpetual, worldwide right of the Hawks Parties and their sponsors to edit, telecast, cablecast, webcast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit the Media in any manner and in any medium or forum whether now known or hereafter devised, in whole or in part, without any further compensation to me.

I hereby warrant that I am over 18 years of age and that I have every right to contract in my own name.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
EMAIL