

RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, wish to participate or have my child or ward participate (any such participant referred to herein as the “Participant”) in **Pregame Performance**, which will be held on the **Rockets Court**, located at **Toyota Center – 1510 Polk St.**, on **March 8, 2019**, and which could involve physical activity before, during and after the event (collectively, the “Activity”). I understand that there is a risk that the Participant will be injured before, during or after, or as a result of or in connection with the Activity (including transportation to and from the Activity), and I wish for the Participant to participate in the Activity despite the risk involved. Further, I, on behalf of the Participant, voluntarily assume all risk and danger of personal injury (including death) and all hazards arising from, or related in any way to, the Activity, whether occurring prior to, during or after the Activity, howsoever caused and whether by negligence or otherwise.

As consideration for the Participant being allowed to participate in the Activity, I, for myself, the Participant (if not myself), and each of our respective successors, administrators, heirs and assigns, hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE** Rocket Ball, Ltd., a Texas limited partnership d/b/a the Houston Rockets; Fertitta Sports Entertainment, LLC, a Texas limited liability company; TJF Rocket Ball, Inc., a Delaware corporation; Fertitta Entertainment, Inc., a Texas corporation; Landry’s, LLC, a Texas limited liability company; Clutch City Sports & Entertainment, L.P., a Texas limited partnership; TJF CCSE, LLC, a Texas limited liability company; CC eSports, LLC, a Texas limited liability company d/b/a Clutch Gaming; the National Basketball Association and all of its member teams and operators; NBA Properties, Inc.; Harris County-Houston Sports Authority; the owner(s) and operator(s) of the venue(s) where the Activity is to be held; the other participants in the Activity; and all of the respective past, present and future officers, partners, members, managers, directors, attorneys, insurers, agents, servants, suppliers, dealers, representatives, employees (including, but not limited to, any employee who acts as the mascot of the Rockets), coaches, trainers, parent companies, affiliates, subsidiaries, predecessors and successors in interest, and assigns of the foregoing (collectively referred to herein as the “Released Parties”) from all past, present and future claims arising out of and accruing to the Participant for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activity (including transportation to and from the Activity), including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant’s participation in the Activity (including transportation to and from the Activity), and all results thereof, past, present and future, known and to become known, accrued and to accrue, and **INCLUDING ANY CLAIMS OF THE RELEASED PARTIES’ NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**.

As a further inducement to the Released Parties, I, for myself, the Participant (if not myself), and each of our respective successors, administrators, heirs and assigns, have agreed to and do hereby **INDEMNIFY, DEFEND AND HOLD HARMLESS** each and all of the Released Parties from and against any and all past, present and future claims, demands, actions and causes of action, of whatsoever nature or character, **INCLUDING CLAIMS OF THE RELEASED PARTIES’ NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**, which may hereafter be asserted by any person, firm or entity whomsoever, arising out of and accruing to the Participant for or in any way connected with any damages sustained by the Participant before, during or after, or as a result of, or in any way connected with, the Activity (including transportation to and from the Activity), including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant’s participation in the Activity (including transportation to and from the Activity), and all results thereof, past, present and future, known and to become known, accrued and to accrue. This obligation to indemnify and hold harmless specifically includes, but is not limited to, any claims for medical bills and any other expenses incurred by the Participant that are in any way related to the Activity.

As a further inducement to the Released Parties, I hereby represent and warrant to the Released Parties that:

- (1) I thoroughly and completely understand that this is a complete and final release and indemnity agreement concerning any claim, demand, or cause of action that I or the Participant (if not myself) may have against the Released Parties related to or in any way arising out of the Activity (including transportation to and from the Activity);
- (2) I am entering into this Release and Indemnity Agreement (the “Agreement”) freely and voluntarily;
- (3) no representations, promises or statements made by any agent, attorney or other representative of the Released Parties have influenced me in causing me to sign this Agreement;

- (4) the Participant has adequate medical insurance provided by parties other than the Released Parties covering the possible injuries to the Participant that may occur as a result of his or her participation in the Activity (including transportation to and from the Activity);
- (5) the Participant does not have any physical condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity medically inadvisable;
- (6) I am at least eighteen (18) years of age as of the date of this Agreement;
- (7) I have the legal capacity and authority to act for and on behalf of the minor named herein as the Participant. I agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** each and all of the Released Parties for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the Participant in the execution of this Agreement; and
- (8) I hereby authorize any emergency medical care on Participant as may be necessary if such need arises. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and the Participant.

I hereby grant to the Released Parties, with no obligation to compensate me, the Participant (if not myself), or any other person in any way, the right at any time to publish, reproduce, modify, display, distribute, license or otherwise use, commercially or otherwise (including in connection with any publicity, marketing and promotion), in any media now existing or later developed, Participant's name and any photographs, videotapes, motion pictures, recordings, or other record of the Participant's performance(s) before, during or after the Activity. I understand that Participant's name, photograph or likeness may be modified, copied and distributed by means of various media, including, but not limited to, the Toyota Center in-arena scoreboard, news bulletins, mail outs, television, media broadcasts, billboards, signs, brochures, placement on the internet, the Houston Rockets' website or other electronic delivery, or publication. I acknowledge that the Released Parties have the right to use one or more photographs or other electronic reproduction of the Participant's image and/or name in accordance with this Agreement. The Participant waives any right to inspect or improve the finished product, or any material in which the Released Parties will eventually use the photographs. Further, I understand that Participant's involvement in the Activity may be captured on media and used by third parties, and that the Released Parties shall have no control over (and shall have no obligation to control) the use of those images and/or Participant's name by any such third parties.

I agree that any dispute ("Dispute") arising out of or related to this Agreement, the relationship of me, the Participant and the Released Parties under this Agreement and/or the Participant's participation in the Activity will be settled by binding arbitration conducted in Houston, Texas, in accordance with the then-current JAMS Comprehensive Arbitration Rules & Procedures. The arbitrator shall not have the authority, power or right to alter, change, amend, modify, waive, add to or delete from the provisions of this Agreement. The prevailing party in such arbitration shall be entitled to recover such party's costs and attorneys' fees related to the arbitration from the non-prevailing party, and the costs and expenses of the arbitrator shall be paid for by the non-prevailing party in the arbitration.

I understand that in allowing the Participant to participate in the Activity, the Released Parties are relying on the representations and warranties I have made herein. This Agreement shall be governed by the laws of the State of Texas (without regard to conflict-of-laws principles). If any provision of this Agreement is held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Agreement.

Participant's Printed Name: _____

Participant's Signature: _____ Date: _____

Parent/Guardian Printed Name (if Participant under 18): _____

Parent/Guardian Signature (if Participant under 18): _____

Telephone Number: _____ Email Address: _____