

WAIVER, RELEASE AND ASSUMPTION OF RISK

In consideration of the opportunity afforded me to participate on a voluntary basis in various activities, which may include but are not limited to standing on the court and interacting with basketball players while participating in the "High-Five Kids Tunnel" fan experience (the "Activities") at the TD Garden- 100 Legends Way, Boston, MA 02114, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby forever:

1. voluntarily waive, release and discharge Banner Seventeen, LLC (doing business as the Boston Celtics), Boston Celtics Shamrock Foundation, Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc., and their respective officers, directors, unit holders, members, shareholders, agents, parents, subsidiaries, affiliates, successors and assigns (including, but not limited to, any agencies, broadcasters, periodicals or publications) and employees (each in their individual and corporate capacities) (collectively, the "Released Parties") from any and all liability, actions, causes of action or claims for personal injury, death, disability, property theft, property damage or claims of any nature, whether in law or equity, known or unknown, which I may have or which may subsequently accrue to me or my estate as a result of my participation in the Activities; and
2. agree to defend, indemnify and hold harmless the Released Parties from and against any and all actions, causes of actions, claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of my participation in the Activities, even though the liability may arise out of negligence on the part of the entities or persons mentioned above, or otherwise.

I understand that I could be injured while participating in the Activities. I also understand that there are potential risks of which I may not presently be aware. I recognize the importance of, and agree to fully comply with, any applicable laws, policies, rules, and regulations, and any instructions regarding participation in the Activities. I also certify that I am in good condition and am able to safely participate in the Activities, which may include playing, assisting or otherwise engaging in the sport of basketball as an active participant, assistant or spectator during such special events for which I have volunteered.

I voluntarily elect to participate in the Activities with the knowledge of the potential risks involved in the Activities, and hereby agree to accept and assume full responsibility for and risk of personal injury, death and property damage resulting from my participation in the Activities. I acknowledge that I have read this document thoroughly and am fully aware of the legal consequences of signing below and that I sign the same as my own free act and deed. I agree that if any portion of this document is held invalid, the remainder will continue in full legal force and effect.

Please check one:

_____ I am 18 years of age or older, I have read the foregoing and I fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed.

_____ I represent that the Participant is a minor, that I am the parent or legal guardian of the minor and that I have read the foregoing, fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed on behalf of myself and the Participant.

Name of Participant: _____

Name of Parent or Guardian (if Participant is a minor): _____

Relationship to Participant: _____

Email (of Parent or Guardian*): _____

Telephone (of Parent or Guardian*): _____

Address (of Parent or Guardian*): _____

Signature of Parent or Guardian (if Participant is a minor): _____

Signature of Participant: _____

*Enter your own information if you are the Participant and you are 18 years of age or older; enter your own information if the Participant is 17 years of age or younger and you are his or her parent or legal guardian.

RELEASE AND AUTHORIZATION FOR USE OF PHOTOGRAPHS, RECORDING(S), AND NAME

For valuable consideration, the receipt of which is hereby acknowledged, in connection with my participation in the Activities, I hereby grant Banner Seventeen, LLC (doing business as the Boston Celtics), Boston Celtics Shamrock Foundation, Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc., and their respective parents, subsidiaries, affiliates, successors and assigns (collectively, the "NBA Parties"), the following worldwide, irrevocable rights in connection with any and all photographs, videos, and other recordings taken of me:

1. to use, re-use, publish, and re-publish, without my prior approval, any and all photographs, videos, and other recordings taken of me, in whole or in part, individually or in conjunction with other photographs, videos, or other recordings, modified or altered, in any medium, manner or form and for any purpose whatsoever, including, without limitation, all promotional, trade and advertising uses;
2. to use my name in connection therewith, if any NBA Party so desires; and
3. to copyright such recording(s) in the Boston Celtics name or any other name chosen by any NBA Party.

I hereby waive any right that I may have to inspect and/or approve the finished product of such recording(s) or the advertising copy that may be used in connection therewith, or the use in which it might apply. Additionally, I waive any right to royalties or other compensation arising or related to the use of such recording(s).

On behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby waive, release and discharge, and agree to defend, indemnify and hold harmless, the Released Parties and their duly authorized agents from all liabilities, claims (including, but not limited to, any claims for invasion of privacy or defamation), complaints, demands, actions, damages, costs or expenses (including attorneys' fees and costs) of any nature, whether in law or equity, known or unknown, which I may have, or which may subsequently accrue to me or my estate, against any of the Released Parties arising out of or in any way related to the use of such recording(s) as authorized herein.

I agree not to transmit, distribute or sell (or aid in transmitting, distributing or selling), in any media now or hereafter existing, any description, account, picture, video, audio or other form of exploitation or reproduction of the Activities or any surrounding activities (in whole or in part). I also agree not to publicly share any not-otherwise-publicly-accessible information about the Activities or the surrounding activities, by any means, without the Boston Celtics' prior written consent. I will not disclose any such details on the Internet (including blogs, social media sites, or any other website), through any media outlet (including newspapers, magazine, television, radio, or any other media outlet), or via any other medium likely to reach a wide audience.

Please check one:

_____ I am 18 years of age or older, I have read the foregoing and I fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed.

_____ I represent that the Participant is a minor, that I am the parent or legal guardian of the minor and that I have read the foregoing, fully and completely understand and agree to the contents of it, and I sign the same as my own free act and deed on behalf of myself and the Participant.

Signature of Parent or Guardian (if Participant is a minor): _____

Signature of Participant: _____

* * *

FOLLOWING PAGE TO BE COMPLETED IF THE PARTICIPANT IS A MINOR (under the age of 18) OR OTHERWISE SUBJECT TO THE CARE OF A LEGAL GUARDIAN

**TO BE COMPLETED IF THE PARTICIPANT IS A MINOR (under the age of 18)
OR OTHERWISE SUBJECT TO THE CARE OF A LEGAL GUARDIAN**

As a parent or legal guardian for the above stated Participant, I acknowledge that I HAVE READ AND FULLY UNDERSTAND the above Release and Indemnity Agreement, and I hereby agree to all of its items and adopt the same as my statement on behalf of my minor child or ward. I also hereby give my consent to his or her participation in the Activities. Furthermore, in consideration of the Released Parties permitting the participation of the Participant in the Activities, I hereby agree to indemnify, defend and hold the Released Parties harmless from and against any and all losses, damages, costs or expenses (including attorneys' fees and other costs of defense) which any of them may sustain as a result of, or in connection with, the Participant's participation in the Activities, regardless of whether it arises as a result of injury or loss caused by the negligence or fault of the Released Parties.

Name of Parent or Guardian (Please Print)

Signature of Parent or Guardian

Date