

PARTICIPANT RELEASE

PLEASE READ CAREFULLY, SIGN AND RETURN TO NIKE

NCAA/HIGH SCHOOL ELIGIBILITY. I understand and agree that if I am a student-athlete I am responsible for my own collegiate/high school eligibility and/or amateur standing. I am aware of, and agree to comply with, all rules, regulations, and bylaws of my high school state association and of any national federation responsible for administering or regulating interscholastic athletics, and of the NCAA or other regulatory authority, that may be applicable to my participation in the Event (defined below). I understand the consequences of any failure to comply with such rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport at the high school, collegiate or other level. **NIKE IS NOT RESPONSIBLE OR LIABLE FOR MY PARTICIPATION IN THIS EVENT RESULTING IN MY INELIGIBILITY AS AN AMATEUR ATHLETE.**

In consideration for being allowed to participate in the “**NIKE CROSS REGIONALS**” (“Event”) being held at “**VARIOUS LOCATIONS**”, “**NOVEMBER 8, 2024 – NOVEMBER 24, 2024**”, arranged and/or sponsored by Nike, Inc. (“NIKE”) and all other activities related to the Event (e.g., transportation, product experiences, etc.), I acknowledge and agree that:

1. **ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage, and severe social and economic losses including but not limited to the nature of the Event itself, the training, acts or omissions, recommendations of advice given by NIKE, its agents, employees, or other persons or entities concerning the Event; latent or apparent defects or conditions in any equipment used in connect with the Event; the use or operation by myself or others of said equipment; acts of other participants or guests; weather conditions; my physical condition; my own acts or omissions; first-aid emergency treatment or other services rendered to me or others; and consumption of food or drink. These may result from my own actions or inactions or negligence, as well as the actions or inactions or negligence of others, the rules of play, and the condition of the facilities and equipment or vehicles. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I warrant that I am physically and mentally able to fully participate in the Event. I am qualified, in good health, and in proper physical condition to participate in the Event. I should not be under the influence of drugs, alcohol, or medication that prevents me from safely engaging in the Event. ***I understand and I have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I consent to treatment in the event of an emergency or other incident where, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.***

2. **RELEASE FROM LIABILITY.** ***I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, fully and forever release and discharge: NIKE and its affiliates and subsidiaries, its respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively, the “Released Parties”) from any and all injuries (including death), losses, damages, claims (including negligence claims, excluding gross negligence and intentional misconduct claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Event, including transportation related to the Event, even if it is due to the negligence of the Released Parties, to the fullest extent permitted by law.***

I UNDERSTAND AND AGREE THAT THIS PARTICIPANT RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST THE RELEASED PARTIES AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM THE RELEASED PARTIES IN CONNECTION WITH THE CLAIMS RELEASED ABOVE.

3. **PARENT/GUARDIANS.** If I am signing this Participant Release on behalf of minors, then I am representing that I know the minors’ experience and capabilities and believe the minors to be qualified to participate in the Event. If at any time I believe conditions surrounding the activity or the minors’ participation are unsafe, I will immediately discontinue the minors’ participation in the Event. ***I further understand and agree that acceptance of the terms and conditions are on behalf of a minor child.***

4. **AUTHORIZATION TO RECORD AND TO USE RECORDINGS AND NAME AND LIKENESS.** I hereby grant to NIKE, its affiliates, subsidiaries, successors, assigns and licensees (**collectively “NIKE”**) permission to film, photograph, video record and otherwise record my image, voice, quotes, avatar, name, likeness, biographical data, silhouette, body dimension, shape, posture, personal property, musical content, artistic performances, or any other aspect of my attendance at the Event (**collectively the “Recording”**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event, or otherwise of NIKE and/or its subsidiaries or affiliates without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. NIKE shall have no obligation to use any of the rights I grant. I represent that it is not necessary for NIKE to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

5. **AUTHORIZATION TO COLLECT AND USE DATA.** While engaging in the Event, you may provide to NIKE (1) information such as your name, contact information, age, gender, and other demographic, physical, physiological or identifying characteristics specifically requested from you; and (2) data regarding your use or interaction with Nike products or services including any feedback, comments or ideas you provide about the product, testing, or your experience during the Event (collectively "Event Data"). Your participation in the Event is voluntary. By participating in the Event and providing the Event Data to NIKE, you hereby grant NIKE permission to collect, capture, record, and store the Event Data, and grant to NIKE a license to use the Event Data for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

6. **LICENSE TO USE SUBMISSIONS, COMMENTS, FEEDBACK, AND IDEAS.** I hereby grant to NIKE a non-exclusive, unrestricted, irrevocable, and perpetual license to use all comments, feedback, and any material(s) I submit, enter, or share with NIKE without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

7. **ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Portland, Oregon unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

8. **CONFIDENTIALITY.** I understand that, during the Event, I may be exposed to ideas, designs, discoveries, inventions, and trade secrets, including footwear, apparel and equipment designs under development, fabrication processes, innovative materials, drawings, business and marketing plans, sales data, and research about biomechanics and exercise physiology. I agree that all of NIKE's files, data, and information are and shall remain the property of NIKE and as such may not be used, or copied or distributed to third parties, without the express prior written consent of NIKE. My obligations of non-disclosure with respect to NIKE's proprietary information shall remain in effect for five years from the date I gain access, so long as such information has not entered into the public domain.

9. **INSURANCE.** I acknowledge that NIKE has not arranged for nor carries any insurance of any kind for my benefit, and that I am solely responsible for obtaining and paying for any health, life, travel, accident, property or other insurance relative to my injuries or any other loss I may sustain while participating in the Event.

I represent that I have read this Participant Release, fully understand it, and agree to its terms, and I understand and acknowledge that I am giving up substantial rights by accepting the terms of this Participant Release. **I sign this Participant Release freely and voluntarily, without any inducement or coercion.**

I certify that: I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

PARTICIPANT SIGNATURE
SIGNED

PRINT NAME

DATE

DATE OF BIRTH: _____ ADDRESS: _____

E-MAIL ADDRESS: _____ PHONE NUMBER: _____

EMERGENCY CONTACT: _____ PHONE NUMBER: _____

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. I understand that transportation may be provided, and, in the event transportation is provided, I consent to the participant taking the bus, car or other vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Participant Release, and (2) authorize NIKE to arrange for any necessary medical treatment for Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR GUARDIAN SIGNATURE

PRINT NAME

DATE SIGNED