

Participant Waiver

the**TRACK**
at new balance

Schedule D: Form Waiver & Release

Participant Name: _____ D.O.B. _____
Mailing Address: _____ City, State, Zip: _____
Email Address: _____ Phone: _____
Emergency Contact: _____ Phone: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the participant identified below, hereby grant Railyard Sports, LLC and its affiliates, distributors and each of the foregoing's assigns, licensees, successors in interest, legal representatives, employees, consultants and those acting with Railyard Sports, LLC's permission or authority (collectively, "Company") the irrevocable, unrestricted, worldwide, perpetual right of every kind and character whatsoever to do the following without further compensation, notice or contact to photograph, interview and record me and use my name (or any fictional name), age, location, feedback, picture, portrait, voice, likeness, video image, photograph and recording (collectively, "Content") for any legal and lawful purpose, including, but not limited to, educational purposes, commercial purposes, marketing purposes, promotional purposes, printed publications, multimedia presentations, social media, internet or in any other distribution media in electronic or written form. For the purpose of this Waiver and Release, "use" includes, but is not limited to, the right to edit, modify, add to, delete, transcribe, publish, distribute, broadcast, duplicate, and otherwise use the Content or create derivative works of the Content.

I acknowledge and agree that I have no right, title or interest in or to any creations arising out of the Content or any publication wherein the Content appears, and Company owns all right, title and interest in and to all creations arising out of the Content and all publications wherein the Content appears and, without limitation, Company has the right to register copyright in all creations arising out of the Content and all publications wherein the Content appears. I hereby waive any right to inspect or approve the finished publication wherein the Content appears. In giving my consent for Content to be used by Company, I understand that I hereby waive any current and future claims (including, but not limited to, claims for either invasion of privacy or libel) against Company, financial and otherwise, and will release, defend, indemnify and hold harmless Company and any and all of its employees, officers, directors, shareholders, agents and their successors and assigns (collectively, the "Indemnified Parties") from any and all claims, demands, damages, liabilities, actions or causes of action of any kind whatsoever related to or arising out of any use of the Content, or modification, alteration, distortion or other change to the Content.

I represent and warrant that I am in good health, physically and psychologically fit and I am not aware of any physical or psychological impediments to my participation in any physical activity, event, or use of any athletic equipment (collectively, "Activity"). If I become aware of any medical condition or impairment or I am otherwise sick or injured prior to or during the Activity, I will withdraw from the Activity. I acknowledge and agree that any Activity in which I engage carries an inherent risk of potential accident or injury, including death. I agree that by engaging in such Activity, I do so entirely at my own risk and hereby

release, defend, indemnify and hold harmless the Indemnified Parties from any and all claims, demands, damages, liabilities, actions or causes of action and responsibility of any kind whatsoever related to or arising out of any Activity, including, but not limited to, any injury, loss, or damage to myself, a third party, entity, or property, to the fullest extent permitted by law.

I release the Company from all liability relating to my high school or college athletic eligibility. I understand and agree that if I am a studentathlete, I am responsible for my own high school and collegiate eligibility and/or amateur standing. I am aware of, and agree to comply with, all rules, regulations, and bylaws of my state association and of any national federation responsible for administering or regulating interscholastic athletics, and of the NCAA or other regular authority, that may be applicable to my participation in the Content and Activity. I understand that I am responsible for 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.

I acknowledge that no employee/employer relationship is established by this Waiver and Release. This Waiver and Release does not create any obligation for Company to enter into any further business relationship with me. I represent and warrant that I have read this Waiver and Release and I am familiar with its contents. I further represent and warrant that I am 18 years of age or older or the age of majority in my place of residence and competent to sign this Waiver and Release. This Waiver and Release shall survive the execution and delivery hereof and shall be binding on me, my legal representatives, heirs and assigns. If any provision of this Waiver and Release is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Waiver and Release and shall not affect the validity and enforceability of any remaining provisions.

I have read, understand, and agree to the above terms and conditions.

Signature: _____ Date: _____

IF PARTICIPANT IS A MINOR, THIS WAIVER AND RELEASE MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF MINOR. By virtue of executing this Waiver and Release on a minor's behalf, the parent or legal guardian agrees to these terms and conditions on behalf of the minor identified above and him or herself and further represents, warrants and agrees that (a) parent or legal guardian is the legal parent or guardian of the minor, (b) parent or legal guardian has authority to enter into this Waiver and Release, and (c) the minor will not disaffirm or disavow this Waiver and Release on the ground that the minor was a minor on the date it is executed or any similar grounds whatsoever.

Signature: _____ Date: _____

Name (please print): _____ Address/Phone: _____

MASTER Railyard Sports, LLC License Agreement (non-NB events):38707_3

Photo/Video & Social Media Release

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I, _____, hereby grant and authorize Railyard Sports LLC d/b/a TRACK at new balance (the "Owner") the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me by the TRACK at new balance to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing.

I understand and agree that these materials shall become the property of the Owner and will not be returned.

I hereby hold harmless, and release all legal entities from all liability, petitions, and causes of action which I, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

I warrant that I am of the age of consent (18 years or older) and that I am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

(Signature)

(Date)
