

WAIVER AND RELEASE

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, _____ (“Minor”) and the undersigned legal parent or guardian of Minor (“Parent”) (Minor and Parent are collectively referred to herein as “we”) do hereby give New Balance Athletic Shoe, Inc. (“New Balance”), National Scholastic Athletics Foundation (“NSAF”) and each of their sponsors, assigns, licensees, successors in interest, legal representatives, employees, consultants and those acting with New Balance’s and/or NSAF’s permission or authority (collectively with New Balance and NSAF, the “Company”) the irrevocable, unrestricted, worldwide, perpetual right of every kind and character whatsoever to use and/or copyright Minor’s name (or any fictional name), feedback, picture, portrait, likeness, video image, photograph (including without limitation all originals, negatives, prints and transparencies or any duplicates or reproductions of the foregoing) and any performance results associated with any New Balance sponsored events or NSAF events (collectively, “Content”) for any legal and lawful purpose, including, but not limited to, educational purposes, commercial purposes related to the event, marketing purposes, promotional purposes, printed publications, multimedia presentations, social media, internet or in any other distribution media in electronic or written form.

We acknowledge and agree that we have no right, title or interest in or to any publication wherein the Content appears and Company owns all right, title and interest in and to all publications wherein the Content appears. We hereby waive any right to inspect or approve the finished publication wherein the Content appears. We understand that we 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 release and hold harmless Company and any and all of its respective employees, officers, directors, and agents from any and all liability 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.

We represent and warrant that Minor is of good health, physically fit and trained for this competition and is not aware of any physical or psychological impediments to his or her participation in any physical activity, event, or use of any athletic equipment in connection with this competition (collectively, “Activity”). We acknowledge and agree that any Activity in which Minor engages carries an inherent risk of potential accident or injury. We agree that by engaging in such Activity, Minor does so entirely at its own risk and hereby releases and holds harmless Company and all of its respective employees, officers, directors, and agents from any and all liability 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 Minor, a third party, entity, or property.

Parent further represents, warrants and agrees that (a) Parent is the legal parent or guardian of the Minor, (b) Parent 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. We agree that this Waiver and Release shall survive the execution and delivery hereof and shall be binding on Parent’s and Minor’s legal representatives, heirs, and assigns. We have read this Waiver and Release and are fully familiar with its contents.

MINOR:

PARENT/GUARDIAN:

Name:
Address:
Home Telephone Number:

Name:
Address:
Home Telephone Number:

Date: _____, 20__

Date: _____, 20__