GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of being permitted to participate in the 2024 Discover Big Ten Football Championship Game Fan Fest events (the “Events”), I, the undersigned, acknowledge and agree to the terms of this General Release and Waiver of Claims (this “Release”), on behalf of myself and on behalf of any minor child accompanying me (the “Minor Child”).

ASSUMPTION OF RISK: I ACKNOWLEDGE AND UNDERSTAND THAT THE EVENTS ARE MADE UP OF ACTIVITIES THAT MAY REQUIRE STRENUOUS PHYSICAL EXERTION (E.G., THROWING/KICKING FOOTBALLS, PARTICIPATING IN OBSTACLE COURSES, AND RUNNING), AND THAT THERE ARE RISKS OF PERSONAL INJURY INHERENT TO PARTICIPATING IN THE EVENTS AND UNDERTAKING SUCH PHYSICAL EXERTION INCLUDING (BY WAY OF EXAMPLE AND WITHOUT LIMITATION OF THE FOREGOING) THE RISK OF FALLS AND CONTACT WITH OTHER PARTICIPANTS MAY RESULT IN INJURY OR DEATH; SPECTATORS AND OTHER ATTENDEES AT THE EVENT MAY ENGAGE IN UNREASONABLE AND BELLIGERENT CONDUCT THAT MAY CAUSE INJURY OR DEATH; THE PRESENCE, MOVEMENT, OR TRAFFIC OF CROWDS MAY CAUSE INJURY OR MAY LEAD TO A DELAY IN MEDICAL ATTENTION; THE PRESENCE OF OR PERFORMANCE BY A MASCOT MAY CAUSE INJURY; THEFT, BATTERY, OR SIMILAR CRIME BY AN ATTENDEE MAY CAUSE INJURY OR A LOSS OF PROPERTY; AND THE PRESENCE OF INFECTIOUS DISEASE, INCLUDING COVID-19, MAY CAUSE INJURY OR DEATH. THESE AND OTHER RISKS MAY LEAD TO DEATH, BODILY INJURY, PROPERTY DAMAGE AND/OR OTHER DAMAGES. I ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT I WOULD NOT BE PERMITTED TO PARTICIPATE IN THE EVENTS UNLESS I VOLUNTARILY ACCEPT AND ASSUME THE ABOVE-MENTIONED RISKS ASSOCIATED WITH PARTICIPATION. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE EVENTS AND THESE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE RISKS AND DANGERS INVOLVED. I HEREBY VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS AND DANGERS, INCLUDING (WITHOUT LIMITATION) PERSONAL INJURY (INCLUDING DEATH), AND THE RISK OF LOSS, STOLEN, OR DAMAGED PROPERTY, AND ALL HAZARDS ARISING FROM OR IN ANY WAY RELATED TO MY (OR AS APPLICABLE, THE MINOR CHILD’S) ATTENDANCE AT OR PARTICIPATION IN THE EVENTS AND ALL RELATED ACTIVITIES. I CERTIFY AS A MATERIAL CONDITION TO MY BEING PERMITTED TO PARTICIPATE IN THE EVENT THAT I HAVE (OR AS APPLICABLE, THE MINOR CHILD HAS) NO PHYSICAL DISABILITIES, HEALTH OR PHYSICAL CONDITIONS, OR OTHER HEALTH RISKS THAT WOULD INTERFERE WITH MY (OR AS APPLICABLE, THE MINOR CHILD’S) ABILITY TO PARTICIPATE SAFELY IN THE EVENTS. I ACKNOWLEDGE AND AGREE THAT I WILL NOT PARTICIPATE UNLESS I AM MEDICALLY ABLE TO DO SO. I ACKNOWLEDGE THAT I AM (OR AS APPLICABLE, THE MINOR CHILD IS) PARTICIPATING IN THE EVENTS OUT OF FREE WILL AND NOT AS A RESULT OF ANY COERCION OR UNDUE INFLUENCE. I AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. IF, HOWEVER, I OBSERVE ANY UNUSUAL SIGNIFICANT HAZARD DURING PRESENCE OR PARTICIPATION, I WILL REMOVE MYSELF FROM PARTICIPATION AND BRING SUCH TO THE ATTENTION OF ONSITE REPRESENTATIVES OF THE RELEASED PARTIES (AS DEFINED BELOW).

WAIVER: I, on behalf of myself, the Minor Child, and on behalf of our respective heirs, agents, assigns, personal representatives, executors, and administrators, to the fullest extent permitted by law, hereby expressly RELEASE, INDEMNIFY, PROTECT AND HOLD HARMLESS, The Big Ten Conference, Inc. and its member institutions; Lucas Oil Stadium, the City of Indianapolis, the Marion County Convention and Recreational Facilities Authority, the Indiana Sports Corporation, Capital Improvement Board of Managers of Marion County, USA Football, Big Ten Network, LLC, the Event sponsors and other third parties associated with the Event (including media partners) and any of the aforementioned entities’ respective affiliates, members, subsidiaries, employees, officers, directors, representatives, agents, volunteers, successors, and assigns (collectively referred to as the “Released Parties”) for any and all claims, losses, liabilities, costs, expenses, demands, rights, indemnities, causes of action, and suits in equity of whatever kind or nature (collectively, “Claims”), with respect to any and all injury, disability, death, illness, or loss or damage (including, without limitation, attorney’s fees and costs) to person or property associated with my presence or participation (or the presence or participation of the Minor Child), whether arising, directly or indirectly, from the negligence, acts or omissions of the releasees or otherwise, to the fullest extent permitted by law. I recognize, intend and understand that this waiver and release is a precondition of my participation in the Event and intended to be binding on my heirs, executors, administrators, or assignees. Except as may be specifically and explicitly set forth herein, I acknowledge and agree that the Released Parties have made no representation or warranty, express or implied, of any kind whatsoever relating to the Event or the subject matter of this waiver and release. I further agree not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Released Party arising out of my participation (or the participation of the Minor Child) in the Events. I agree that I will not be a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding arising out of my participation (or the participation of the Minor Child) in the Event.

MEDICAL AUTHORIZATION: In the event of an illness, injury or medical emergency arising during the Event I hereby authorize and give my consent to secure from any accredited hospital, clinic and/or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

INDEMNIFICATION: I also agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, damages, liabilities, losses, deficiencies, judgments, settlements, interest, awards, penalties, fines, demands, and expenses of whatever kind, including, but not limited to, attorney’s fees, arising out of or resulting from any claim of a third party as a result of my (or as applicable, the Minor Child’s) attendance at or participation in the Events and all related activities.

USE OF NAME AND LIKENESS: I also hereby grant the Released Parties and their designees the right to use throughout the world and in perpetuity, through any media currently existing or hereafter developed, my (or as applicable, the Minor Child’s) statements, voice, name, portrait, photograph, or other likeness, as the same may be edited, for any lawful purposes whatsoever, without any further compensation or right of approval.

MISCELLANEOUS: I REPRESENT THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ALL OF ITS TERMS, AND UNDERSTAND THAT I (AND, IF APPLICABLE, THE MINOR CHILD) AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS RELEASE, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY (AND IF APPLICABLE, THE MINOR CHILD’S) PARTICIPATION IN THE EVENTS.

I represent that I have signed this Release freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent permitted by applicable law. If I am signing this Release on behalf of any Minor Child, I represent that I am his/her/their parent/legal guardian, and as such, I am fully authorized to enter into this Release on his/her/their behalf. I agree that this Release is governed in all respects by the laws of the State of Texas (except with respect to the provisions governing choice of laws), and I hereby consent and agree that all suits, actions, or proceedings related to this Release or the Events will be filed in a court located in Marion County, Indiana. I hereby further consent and agree to exclusive jurisdiction and venue in such forum. In the event that any provision of this Release is held to be unenforceable, unconscionable, or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. It is the desire and intent of the parties that this Release waive and release claims and liabilities of the Released Parties to the fullest extent permitted by law. Furthermore, it is the intent of the parties that this Release be interpreted so as not to render this Release unenforceable or unconscionable.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have carefully read this Release, know and understand the contents thereof, had an opportunity to ask any questions relating hereto, and have signed this Release as my free act on behalf of myself and any minor child accompanying me. I hereby represent that the name and date of birth of the Minor Child set forth below is accurate and correct.

PRINT NAME AND DOB OF PARTICIPANT(S)  
(If participant is at least 18 years old) SIGNATURE OF PARENT/GUARDIAN (MUST sign if Participant is younger than 18)

**PRINT NAME OF PARENT/GUARDIAN**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE OF PARTICIPANT**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_