



2011 BRACKET TOWN Release and Waiver

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in the activities known as the 2011 BRACKET TOWN scheduled to take place in Houston, Texas, (the "Event"), I the undersigned, on behalf of myself, my participant child, and my personal representatives, heirs and next of kin, hereby:

1. Agree that prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is corrected;
2. Acknowledge and fully understand that I will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play of the Event, the condition of the premises or of any equipment used and that there may be other risks not known to me or not reasonably foreseeable at this time, and assume all the foregoing risks and accept personal responsibility for any and all damages in connection with such injury, permanent disability or death;
3. RELEASE, AGREE NOT-TO-SUE, INDEMNIFY AND HOLD HARMLESS, the National Collegiate Athletic Association ("NCAA") and the NCAA® Corporate Champions & Partners with their respective agencies, IMG, Houston NCAA Final Four Organizing Committee, Inc., Event sponsors, Event advertisers, owners and/or lessors of the Event premises, including affiliates and subsidiaries of all of the foregoing and the officers, directors, employees, volunteers, sub-contractors and agents of all of the foregoing (collectively, the "Releasees") FROM ALL PRESENT AND FUTURE CLAIMS THAT MAY BE MADE BY ME, ALL MEMBERS OF MY FAMILY, ESTATE, EXECUTOR, ADMINISTRATOR, HEIRS OR ASSIGNS, FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH, WHEREVER, WHENEVER OR HOWEVER THE SAME MAY OCCUR AS A RESULT OF MY PARTICIPATION IN AND/OR OBSERVATION OF THE EVENT;
4. I UNDERSTAND AND AGREE THAT THE RELEASEES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY OR PROPERTY DAMAGE ARISING OUT OF MY PARTICIPATION AND/OR OBSERVATION OF THE EVENT, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE;
5. I grant full permission to each of the Releasees with no obligation to compensate me, to use my name, voice, statements, image, likeness, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of my performance(s) in the Event in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (the "Materials"), and represent that I have the right to grant such permission;
6. I UNDERSTAND THAT THIS DOCUMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAWS OF THE STATE OF TEXAS AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, understand the terms of the above statement, will comply with the terms hereof and acknowledge that I am giving up legal rights. **If not signed by my parent or legal guardian below, I represent that I am eighteen (18) years of age or older.**

AGREED TO AND ACCEPTED:

Name (please print)

Signature

Age

Signature of Parent or Guardian
(If releasing party is less than eighteen (18) years of age)

Date