2011 NCAA® FINAL FOUR® Dribble presented by Lowes Senior CLASS Award
MINOR PARTICIPANT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

As the parent and natural guardian or legal guardian ("Parent or Guardian") of _____[Print Name] ("Minor Participant"), I hereby give my consent for the aforementioned **Minor Participant** to participate in activities associated with t**he 2011 National Collegiate Athletic Association ("NCAA") Final Four Dribble presented by Lowes Senior Class Award** (the "Event") which are hosted by The Houston NCAA Final Four Organizing Committee, Inc. (the "Committee") and are to be held in Houston, Texas. In consideration for permitting Minor Participant to participate in activities associated with the Event, Parent or Guardian acknowledges and agrees as follows:

(1)Assumption of Risk: Parent or Guardian represents that he or she understand the nature of the Event and acknowledges that there are inherent risks and dangers, both known and unknown, associated with Minor Participant's participation in the Event, including the risk of bodily injury to Minor Participant, including death, personal injury, and/or the loss, damage or destruction of property. Parent or Guardian hereby voluntarily assumes all of such risks, with respect to any act, omission, condition or activity which may occur during, or in connection with, Minor Participant's participation in the Event.

(2) Release of Claims: Parent or Guardian, on their behalf and on behalf of their heirs, assigns and personal representatives, hereby RELEASE, ACQUIT AND FOREVER DISCHARGE the NCAA and its member institutions, the Committee, SMG Reliant Park, and their subsidiary, predecessor, successor and related entities, their officers, directors, officials, agents, subcontractors, members, volunteers, committee members, and/or employees, other participants, media broadcasters and outlets, sponsoring agencies, sponsors, advertisers, and, if applicable, insurers, owners, and lessors of premises used to conduct the Event wherever conducted, (hereinafter collectively referred to as the "Releasees"), from any and all claims, liability, demands, losses, expense, penalties or costs including, without limitation, attorney's fees and court costs (all of which are hereinafter collectively referred to as the "Claims"), whether for or related to any and all personal or bodily injury, illness, disability, death, or the loss, damage or destruction of any property, caused by, resulting from, or arising out of Minor Participant's participation in the Event, which Parent or Guardian could assert or allege, including any claim for payment or reimbursement of medical expense, or any other damages. **THIS RESEASE INCLUDES A RELEASE OF ALL CLAIMS CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASEES OCCURRING AFTER THE DATE OF THE EXECUTION HEREOF.**

(3) Notice: By this Agreement, Releasees seek to release themselves from negligent acts, omissions or conditions caused or created by Releasees.

(4) Compliance with Terms and Conditions of Participation: Parent or Guardian agree that both they and Minor Participant will comply with all stated and customary terms, conditions, rules and regulations pertaining to the Event, or Minor Participant's participation in the Event.

(5) Permission to Use Likeness and Name: Parent or Guardian, on their behalf and on behalf of Minor Participant, hereby authorizes Releasees, without compensation of any kind, to use Minor Participant's likeness and/or name in material, regardless of media form, promoting the NCAA and the other Releasees, and/or their championships, events and activities, including those of their representatives and licensees.

(6) Miscellaneous:

(a) Severability: Parent or Guardian acknowledges and agrees that the foregoing assumption of risk, release and indemnify agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to its rules of conflict of laws. All obligations performable hereunder shall be performable at the location of the Event in Houston, Harris County, Texas.

(c) Parent or Guardian, on their behalf and on behalf of Minor Participant, hereby unconditionally submits to personal jurisdiction by the court of the State of Texas.

(d) This Agreement constitutes the entire agreement with regard to Minor Participant's participation in the Event, and all prior negotiations, communications, representations or terms of whatever nature are merged herein.

(e) Parent or Guardian further represents that he or she is at least eighteen (18) years of age and fully competent to execute this document on their behalf and on behalf of Minor Participant.

By signing this document, Parent or Guardian (1) represents that Parent or Guardian has read this entire document and fully understands its terms and contents, (2) acknowledges that Parent or Guardian is releasing all Releasees from liability for negligent acts or omissions which may occur in the future, and (3) agrees to indemnify Releasees from claims based upon the sole or concurrent negligence of Releasees.

_____ _____

Signature of Parent or Guardian of Minor Participant Date

_____

Printed Name of Parent or Guardian of Minor Participant