

PARTICIPANT RELEASE**Please Read Carefully, Sign and Return to NIKE**

For purposes of this "Participant Release" document, **"Event"** means collectively the **"MORE THAN A GAME" tour events being held at various locations in the United States during the months of August and September, 2009, all basketball activities, SPARQ training, and product trialing at those events, and all other activities related to those events and to my participation in the events.** In consideration of the opportunity to participate in the Event, I, the undersigned participant, acknowledge and agree that:

- ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.
- RELEASE OF LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless Urban Marketing Corporation of America, Inc., NIKE, Inc. and the affiliates and subsidiaries of NIKE, Inc., their respective officers, directors, shareholders, employees, agents, representatives, successors, assigns, and insurers, all Event sponsors and advertisers, and all owners or lessors of premises used in connection with the Event (**collectively the "Released Parties"**) with respect to any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.
- AUTHORIZATION TO RECORD AND TO USE RECORDINGS, NAME, AND LIKENESS.** I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns, agents and licensees (**collectively the "Recorders"**) permission to film, photograph, video record and otherwise record my image, voice, or any other aspect of the recording at the Event (**collectively the "Recording"**) and the perpetual right to use the Recording, my name and my likeness in any manner or media and for any purposes without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording, my name or my likeness. The Recorders shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Recorders to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.
- ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Portland, Oregon unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I have read this Participant Release, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Participant Release freely and voluntarily, without any inducement or coercion.

I certify that:

I am 18 years of age or older, or

I have my parent's or legal guardian's consent as indicated below.

PARTICIPANT SIGNATURE

DATE SIGNED

E-MAIL ADDRESS

PRINT NAME

PHONE NUMBER

DATE OF BIRTH

ADDRESS: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally agree to all of the terms of this Participant Release. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the Released Parties (defined above), with respect to any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR LEGAL GUARDIAN SIGNATURE

PRINT NAME

DATE SIGNED