

In consideration of the opportunity for the minor participant(s) named below (“Minor”) to visit, attend as a volunteer, and voluntarily participate in the Trail Blazers Foundation (“TBF”) activities, including activities related to the TBF’s 5050 Raffle (“Activities”), at the Rose Quarter property, including the Moda Center and other areas (the “Location”), the undersigned, on behalf of myself and the Minor in my capacity as parent/legal guardian* (collectively with Minor(s) referred to as “I”, “me” or “my”), hereby agree as follows:

1. I warrant that I am fully aware of and expressly assume all inherent risks of Minor participating in the Activities and hereby release and hold harmless the Trail Blazers Foundation, Trail Blazers Inc., Rip City Management LLC, the City of Portland, the National Basketball Association and its Member Teams, NBA Properties Inc., Ronald McDonald House Charities, and each of their respective affiliates, parents, subsidiaries, governors, officers, directors, agents, contractors, volunteers and employees, and each of their respective licensees, sponsors and designees (collectively, the “Released Parties”) from and against any and liability to me and to my conservators, guardians or other legal representatives, assigns, heirs and next of kin for any and all claims, causes of action, demands, losses or damages on account of any injury, illness, death, or damaged property, relating to or arising out of Minor’s attendance and/or participation in Activities at any Location, including without limitation, claims arising out of or related to the construction, use, maintenance or operation of any Location or equipment provided for use during any Activity, or damages caused, or alleged to be caused, in whole or in part by the negligence of the Released Parties.

2. I acknowledge understand and agree that due to the uncertainty related to COVID-19, Minor’s visit at, engagement with, or participation in the Activities at, the Location are subject to all safety and health requirements and policies put in place by the Rose Quarter and the NBA at <https://rosequarter.com/welcome-back/>, as they may be updated from time to time, including but not limited to required proof of a negative COVID-19 PCR test taken within 72 hours prior to participation in the Activities, wearing face masks at all times when not actively eating or drinking, and as may also be provided during the Activities (whether orally or in writing), for example by instruction provided by Rose Quarter personnel or signage in or around the Location, are collectively referred to as the “Safety Requirements.” I acknowledge and agree that I will ensure that Minor is instructed regarding and will comply with all Safety Requirements (including all requirements that must be satisfied prior to participation in the Activities), and that attendance and participation is conditioned on such compliance.

3. I EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. I VOLUNTARILY ASSUME ALL RISK AND DANGER of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), and all other hazards arising from, or related in any way to, the Activities, whether occurring prior to, during, or after the participation in the Activities, however caused and whether by negligence or otherwise.

4. On behalf of myself and Minor, I further hereby release (and covenant not to sue) each of the Released Parties with respect to any and all claims that I or Minor may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID 19; (ii) entry into, or presence within or around the Location, or presence around Rose Quarter personnel (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to participation in the Activities; or (iii) any interaction between Minor, on the one hand, and any personnel of any of the Released Parties present at the Location, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

5. I understand that Minor’s participation in Activities at any Location is done on a purely voluntary basis and that such participation can, in some cases, cause illness, injuries, including potentially severe injuries, permanent disability, severe social and economic losses, and death. I am familiar with the potential risks involved in allow Minor to participate in the Activities, or will ensure that I become familiar with such potential risks prior to the Activities.

6. I hereby grant full permission to the Released Parties and consent to the capture of Minor’s name, image, voice or likeness in any manner and the lawful use of any photograph, video or recording in any media, now known or hereafter to become known, worldwide and in perpetuity, in connection with Minor’s participating in the Activities without further notification or compensation to me or anyone on my behalf.

7. The numbered paragraphs of this Acknowledgement, Release and Waiver are severable. If any provision of this agreement is held to be illegal, unenforceable or ineffective, such provision shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed not part of this agreement.

8. By signing this agreement I hereby represent and warrant that: (i) I am expressly providing consent for Minor to participate in the Activities and that such participation will not reflect badly on the Released Parties; (ii) I am over the age of 18 and I am signing on behalf of the Minor(s) below as a parent/legal guardian, (iii) all the facts in this document are true, and (iv) I have full authority to execute this Acknowledgement, Release and Waiver and do so with full knowledge of the facts and circumstances surrounding the Activities and the rights I am granting herein. I have read and fully understand the above agreement and understand that by signing it I have given up substantial rights. I hereby voluntarily sign this agreement effective as of the date below.

Signature of *Parent/Legal Guardian**

Print Name of Parent/Legal Guardian*

Date Signed

***Parent/Legal Guardian is signing on behalf of:**

Printed Name of Person under 18 (if applicable)

Printed Name of Person under 18 (if applicable)