

Performer General Release Form (under 18)

Please print or type:

Name of Performer : _____

Address: _____

City / State / Zip _____

Telephone:() _____

For good and valuable consideration, receipt of which is hereby acknowledged, I, as a parent or legal guardian of the Performer named above, hereby forever release and discharge: (i) Pacers Basketball Corporation d/b/a the Indiana Pacers, Pacers Sports & Entertainment, and Conseco Fieldhouse; (ii) Fever Basketball Corporation d/b/a the Indiana Fever; (iii) the City of Indianapolis; (iv) the Capital Improvement Board of Managers of Marion County, Indiana; (v) the Marion County Convention and Receptions Facilities Authority; (vi) the National Basketball Association and its Member Teams; (vii) NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, shareholders, employees and agents (collectively, the "Parties") from and against any and all claims, causes of action, or demands relating to or arising out of the above named Performer's performance and/or appearance at the Indiana Pacers game or other Indiana Pacers related event at Conseco Fieldhouse on [November 28, 2008] (the "Performance") and further agree to defend, indemnify and hold harmless the Parties and their insurers against any and all damages, costs, judgments, and/or expenses (included but not limited to legal fees) they may incur as a result of claims made against them as a result of the above named Performer's Performance or any breach of this General Release.

I expressly assume all risk of injury to the above named Performer (including, without limitation, permanent disability and death) relating to, or arising out of, the Performance, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following any such injury, permanent disability or death.

I grant full permission to Pacers Basketball Corporation d/b/a the Indiana Pacers, Pacers Sports & Entertainment, and Conseco Fieldhouse, as well as the National Basketball Association and its Member Teams, NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, shareholders, employees and agents (collectively, the "NBA Parties") to use without further notification, authorization or compensation to me or anyone on my behalf, any photographs, audio, videotapes, motion pictures, recordings, or other record of the Performance (or any excerpt thereof) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the NBA Parties to exercise such rights as provided herein.

I represent and warrant that the above named Performer has the right to conduct the Performance and that the Performance will not reflect badly on the Parties. I further represent and warrant that I have full authority to execute this General Release and do so with full knowledge of the facts and circumstances surrounding the Performance and the rights I am granting herein. I further represent and warrant that I have the authority of the Performer's other parent/legal guardian to execute this General Release and to bind the other parent/legal guardian.

I acknowledge that I have read and fully understand the foregoing.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian