**RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

CLEVELAND BROWNS FOOTBALL COMPANY LLC, CLEVELAND BROWNS STADIUM COMPANY LLC, and/or the CLEVELAND BROWNS FOUNDATION (individually and collectively, the “Team”) is providing the undersigned individual (“Releasor”) or Releasor’s minor child (the “Participant”), an opportunity to participate in the **Legends Clinic, on June 22, 2022.** In consideration of Releasor’s (or, if applicable, Participant’s) participation in the Event, Releasor hereby agrees as follows:

Releasor, on behalf of his/her heirs, assigns, and successors, hereby unconditionally and forever RELEASES, WAIVES ANY CLAIM, COVENANTS NOT TO SUE AND AGREES TO INDEMNIFY Team, the National Football League and each of their respective affiliates, direct and indirect owners and its and their officers, sponsors, employees, partners, and members, and the other promoters, sponsors, employees, advertisers, volunteers and any others involved with the Event (collectively, the “Releasees”), from and concerning any and all liability, for any loss or damage, and from any claim or damage (collectively, the “Losses”), in connection with the Event, including, without limitation, all times that Releasor (or, if applicable, Participant) is physically present at the site of any activities related thereto, regardless of whether such Losses are (i) personal to Releasor (or Participant, if applicable) or raised by a third party, (ii) relating to injury to any person (including death) or property, or (iii) caused by the negligence of such Releasees or otherwise.

Releasor acknowledges and understands that Team cannot guarantee that participants will not be exposed to viruses, pathogens, or communicable illness or disease (including COVID-19) in connection with the Event and that any choice to participate in the Event is at the sole risk of Releasor (and Participant, if applicable). Releasor acknowledges and understands that participation in the Event also requires vigorous physical activity. Releasor represents that s/he (or, if applicable, Participant) has been examined by a licensed physician recently and is in good health and further represents that s/he is not aware of any current or previous health condition that may give rise to a concern regarding participation in the Event. Releasor further represents that s/he (or, if applicable, Participant) is under no instruction or advice to limit his/her activity in any way. Releasor acknowledges and understands that participation in the Event may involve physical contact and exposes Releasor (or, if applicable, Participant) to risk of serious injury or death. Nevertheless, Releasor fully assumes all risks of injury and death.

Should routine first aid or emergency medical needs arise, Releasor authorizes representatives or agents of the Releasees to provide or consent to necessary treatment on Releasor's (or, if applicable, Participant’s) behalf. Releasor hereby releases and holds harmless Releasees from all claims or liability arising from the provision or authorization of medical treatment.

Releasor understands the Team will make photographic, video, audio, and other recordings of the Event, including Releasor and/or Participant, for the purposes of distributing such images and recordings worldwide through any methods or means, including over the internet, in perpetuity, and Releasor agrees that Team will be the exclusive owner of such recordings and images. Releasor hereby grants to Team the unconditional, irrevocable and absolute right and permission to make, reproduce, broadcast, or otherwise use, in perpetuity, his/her (or, if applicable, Participant’s) image, name, likeness, portrait or other depictions, recorded voice and biographical material throughout the universe and in any manner or medium whatsoever, including advertising and promotion materials, for purposes of art, advertising, editorial, commerce, promotion or any other purpose, without further compensation.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasor further agrees that ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF BEREA, OH.

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| **Adult Participant (Age 18+)** |  | **Underage Participant**  (A SEPARATE WAIVER IS REQUIRED FOR EACH PARTICIPANT UNDER 18) |
| *I, Releasor, hereby represent and warrant that I (i) am at least 18 years of age, (ii) have all rights necessary to enter into this Release, Waiver, and Indemnity Agreement, and (iii) have carefully and fully read this agreement and fully understand its contents and sign it as my own free act.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Releasor Date |  | *I, Releasor, hereby represent and warrant that (i) I am at least 21 years of age, (ii) I am the parent or legal guardian of the Participant listed below and have the right to enter into this Release, Waiver and Indemnity Agreement, and (iii) I have carefully and fully read this agreement and fully understand its contents and sign it as my own free act.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Releasor (Parent or Legal Guardian of Participant) Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name of Releasor |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_  Printed Name of Parent or Legal Guardian / Printed Name of Underage Participant |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City State Zip |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City State Zip Phone |
| Yes! Enroll me in Cleveland Browns promotional offers and communications. I understand that by providing my email address, my information will be used for business and commercial purposes, including to provide me with promotional messages pursuant to the Cleveland Browns privacy policy located at [https://www.clevelandbrowns.com/about/privacy-policy](https://protect-us.mimecast.com/s/9g8cCDk2J1hnVg1c54jAz?domain=urldefense.proofpoint.com).  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email address (optional) | | |