

Permission and Waiver of Liability

Any sport or rigorous athletic related activity in which you voluntarily engage carries an inherent risk of potential accident or injury.

I, _____, agree to assume all responsibility for and to release and hold adidas, and each of its officers, directors, employees, shareholders, agents, licensees, affiliates, subsidiaries and any successor company (collectively referred to as "adidas") harmless from liability of any kind whatsoever, **including any liability that results from the negligence of adidas** or any other person or cause directly or indirectly arising out of or resulting in any way from my participation or my child's (_____) participation in the adidas sponsored event ("Event"). I further agree to pay adidas all costs and legal fees expended defending against such claims or lawsuits as well as any sum paid as a result of any judgment or settlement.

I make this release in exchange for me or my child to be permitted to participate in the Event. I understand that the Event used in its intended activity may involve risk, including the risk of serious bodily injury or death. I expressly assume the risks inherent in my participation or my child's in the Event.

I, for myself and behalf of my child, also grant to adidas the absolute right and permission to use, publish, broadcast, and copyright any and all material done in connection with the Event, including voice recording, name, picture, and likeness, or any material based on or derived there from in any manner or media whatsoever for purposes of advertising or trade, in promoting and publicizing adidas brand products and events.

This Agreement is governed by the applicable laws of the State of Oregon. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, the undersigned, have read and understand this injury/waiver release. I understand that I am surrendering certain rights by signing this form. This release and indemnity agreement includes claims based upon negligence of adidas and any other person or cause.

I certify that I have read the terms of this Waiver and Release and agree to its terms and conditions. I further certify that I am at least 18 years of age and otherwise fit to enter into this Agreement, or for participants less than 18 years of age: I, the undersigned, hereby warrant that I am the PARENT OR LEGAL GUARDIAN of the minor, and have full authority to authorize the above Waiver and Release that I have read and approved. I hereby release adidas and agree to wave any and all claims arising out of the exercise of the rights granted by the above Waiver and Release.

By signing, I agree on behalf of myself and my child to be bound to the terms found on these websites:
<https://static1.squarespace.com/static/5a46d868a9db097eb2dd4c97/t/5a8decc2e4966be9ea92bba7/1519250626946/NEX-Privacy-Policy-20180201.pdf>

<https://static1.squarespace.com/static/5a46d868a9db097eb2dd4c97/t/5a8decb9652deafb70d86eba/1519250617969/NEX-Terms-of-Use-20180201.pdf>

PARTICIPANT

Name (please print)

Signature of Parent or Guardian

Date

Name (please print)