

**PARTICIPANT RELEASE**

(“Banksgiving BMX Jam” event at the Nick Wilson Memorial Park)

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

For purposes of this “Participant Release” document, “Event” means, collectively, the “BANKSGIVING BMX JAM ” event being held at the Nick Wilson Memorial Park in Newark Valley, New York on Saturday, October 10, 2009, and all other activities related to the event and to my participation in the event. 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 FROM LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge NIKE, Inc. and the affiliates and subsidiaries of NIKE, Inc., their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (**collectively the “Released Parties”**) from 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 and NAME.** I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns and licensees (**collectively “NIKE”**) 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 and my name 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 or my name. NIKE shall have no obligation to use any of the rights I grant. I represent that it is not necessary for NIKE 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 over the age of majority (18 years of age or older in most states), 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	AGE
ADDRESS: _____		

**IF THE PARTICIPANT IS A MINOR, 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 fully and forever release and discharge the Released Parties (defined above) from 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
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