

BLAZERDANCERS

READ CAREFULLY

THIS IS A WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to participate in activities (such as, without limitation, a dance workshop in connection with auditions for the Portland Trail Blazers' BlazerDancers) (collectively, "Activities") at LA Fitness, the undersigned agrees as follows:

1. I hereby release, waive and discharge the Portland Trail Blazers, LA Fitness, the National Basketball Association and its Member Teams, NBA Properties Inc., and their respective parents, subsidiaries, affiliates, officers, directors, governors, board members, agents and employees ("Releasees") from all liability to me and to my conservators, guardians or other legal representatives, assigns, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, death, or damaged property, arising out of my participation in the Activities.

2. I hereby release, waive and discharge the Releasees from all liability to me and my conservators, guardians or other legal representatives, assigns, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, death, or damaged property, arising out of any negligence relating in any way to my participation in Activities at the PF, including, without limitation, claims arising out of or related to LA Fitness's construction, use, maintenance or operation.

3. I also hereby agree to indemnify and hold harmless the Releasees from any claim or demand on account of injury or damage which I may suffer as a result of my participation in Activities at LA Fitness.

4. I understand that this release, waiver and agreement to indemnify and hold harmless includes, but is not limited to, damages which are caused, or alleged to be caused, in whole or in part by the negligence of the Releasees.

5. I understand that my participation in the Activities is done on a purely voluntary basis. I understand that participating in the Activities can, in some cases, cause injuries, including potentially severe injuries, and severe social and economic losses. I am familiar with the potential risks involved in the Activities or will ensure that I become familiar with the potential risks involved in the Activities I will participate in prior to participating, and I assume all such risk.

6. I acknowledge that I have the opportunity to inspect the equipment and facilities at LA Fitness, and either have done so or will do so, and I hereby waive any claim I may have with respect to the use, design or operation of the equipment or facilities that I may use.

7. The numbered paragraphs of this Release and Waiver of Liability are severable.

8. I agree that the Releasees can use my name, voice and/or image from the Activities for any purpose without any compensation to, inspection by or further authorization from me.

9. I have read the above agreement and release and waiver of liability and understand that by signing it I have given up substantial rights. I sign this agreement voluntarily. If I am under the age of 18 on the date of the Activities, my parent or legal guardian has signed on my behalf.

Name of Participant (please print)

Signature of Participant or
Parent/Legal Guardian, if applicable

Date

Printed Name of Parent/ Legal
Guardian, if applicable