



Greater Iowa Credit Union Ball Kids Program

Participation Terms and Conditions & Consent, Waiver, and Release

(FOR APPLICANTS, PARENTS AND GUARDIANS)

In consideration of being allowed to participate in the GICU Ball Kid program at an Iowa State University home basketball game in Hilton Coliseum in Ames, Iowa and participate in activities associated therewith (collectively the "GICU Ball Kid Program") I, the undersigned, on behalf of myself and my child participating in the GICU Ball Kid Program, acknowledge and agree as follows.

CONSENT TO PARTICIPATE AND RISK WARNING:

I consent to my child participating in the GICU Ball Kid Program. I acknowledge that my child will be exposed to significant risks when participating in the Ball Kid Program including but not limited to permanent physical injury, death or property damage. I acknowledge that participation in the GICU Ball Kid Program is entirely at my child's own risk. I have voluntarily read and understand this risk warning and I knowingly and freely assume full responsibility and all risks, both known and unknown, of my child's participation in the GICU Ball Kid Program, even if arising from the negligence of the releases (as define below) or others.

ELIGIBILITY:

I represent and warrant that my child is between the ages of 8 and 12 years old and is able to complete listed duties.

CONDUCT OBLIGATIONS:

I acknowledge and agree that while my child is participating in the GICU Ball Kid Program, my child will be required to:

- (a) follow any instructions or directions;
- (b) display courteous and ethical behavior;
- (c) work with others to complete tasks assigned;
- (d) not be disruptive and pay attention to the game and players.

CONSENT TO MEDICAL TREATMENT:

I understand that basketball is a physical sport and that there is risk of injury involved in participating in the GICU Ball Kid Program, and consent to first aid or other emergency medical treatment in the event of such injury.

CONSENT TO USE IMAGE:

I understand that GICU and Iowa State University or their licensees may take photographs or videos of my child while participating in the Ball Kid Program. In consideration of my child participating in the GICU Ball Kid Program, I consent to recording, retaining and reproducing my child's image and name by way of photographs, electronic images, sounds recordings and video (collectively, "Recordings"), and the use and alteration of the Recordings and my child's name in connection with the Recordings, throughout the world, in any media now known or hereafter developed and for any purpose.

DRESS

My child must wear the shirt that will be provided by Greater Iowa Credit Union (“GICU”) while performing GICU Ball Kid duties. Must also wear shoes and pants that allow him or her to move and complete his or her duties.

TRANSPORTATION:

I agree to ensure my child has transportation both to and from Hilton Coliseum by myself or another adult(s) and that whoever provides transportation will use the complimentary ticket(s) and remain in Hilton Coliseum until the game has ended. My child is not the responsibility of stadium personnel or anyone from GICU.

WAIVER & RELEASE:

I hereby RELEASE AND AGREE TO HOLD HARMLESS GICU, Iowa State University, and their parent, subsidiary and related companies and their members, and the officers, directors, officials, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors and advertisers of the foregoing (together, “Releasees”), with respect to (a) ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law and (b) all claims, actions and liabilities, whether known or unknown, that I or my heirs may have by reason of GICU or Iowa State University’s exercise of the rights granted herein. I hereby further waive any and all rights that I may be afforded by any applicable statute, law or regulation in any way relating to the Recordings, including, but not limited to, any right to inspect or approve any use of the Recordings, any right of privacy or publicity, any copyright or moral right, and any right to injunctive or other equitable relief.

ADDITIONAL TERMS:

I agree that any disputes arising in connection with this consent and release will be governed by the laws of the State of Iowa, without regard to its choice of law provisions. My heirs, executors, administrators, assigns, personal representatives, executors, administrators, and next of kin, shall be bound by this consent, waiver, and release, which is irrevocable and supersedes any prior agreement between GICU and me concerning the subject matter hereof. No handwritten changes to this consent and release will be effective. I HAVE READ THIS WAIVER AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Signature: _____ Date: _____

Printed Name: _____

Child/Participant’s Name: _____