



NEW BALANCE FITNESS CHALLENGE WAIVER AND RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the participant identified below, hereby grant New Balance Athletics, Inc. (“NB”), its affiliates and each of the foregoing’s assigns, licensees, successors in interest, legal representatives, employees, consultants and those acting with NB’s permission or authority (collectively, “**Company**”) the irrevocable, unrestricted, worldwide, perpetual right of every kind and character whatsoever to do the following without further compensation, notice or contact:

- (i) to photograph, interview and record me and use my name (or any fictional name), age, location, feedback, picture, portrait, voice, likeness, video image, photograph, recording, and
- (ii) to the extent that I provide Company with any photographs or recordings (collectively, “**Submitted Materials**”), to use the Submitted Materials (including, without limitation, all originals, negatives, prints and transparencies or any duplicates or reproductions of the foregoing in (i) and (ii)) ((i), (ii) and the foregoing collectively, “**Content**”)

for any legal and lawful purpose, including, but not limited to, educational purposes, commercial purposes, marketing purposes, promotional purposes, printed publications, multimedia presentations, social media, internet or in any other distribution media in electronic or written form. For the purpose of this Waiver and Release, “use” includes, but is not limited to, the right to edit, modify, add to, delete, transcribe, publish, distribute, broadcast, duplicate, and otherwise use the Content or create derivative works of the Content.

To the extent that I provide Company with any Submitted Materials, I hereby irrevocably and unconditionally transfer and assign to Company any and all right, title and interest worldwide in and to the copyright in the Submitted Materials, and waive any and all moral rights or similar rights that I may have, now or in the future, in and to the Submitted Materials as an author. I represent and warrant that I am the sole creator of and the sole owner of all copyright in and to the Submitted Materials, the Submitted Materials do not infringe any third party’s rights or law, and I have the sole authority to permit Company the rights granted in this Waiver and Release without violating any third party’s rights. I agree, for no further consideration, to execute any further assignments, waivers, assurances or other documents requested by Company and/or to fully carry into effect the transfers and waivers granted in this Waiver and Release. I acknowledge that I will no longer use the Submitted Materials.

I acknowledge and agree that I have no right, title or interest in or to any creations arising out of the Content or any publication wherein the Content appears, and Company owns all right, title and interest in and to all creations arising out of the Content and all publications wherein the Content appears and, without limitation, Company has the right to register copyright in all creations arising out of the Content and all publications wherein the Content appears. I acknowledge that Company has no obligation to use any of the Content. I hereby waive any right to inspect or approve the finished publication wherein the Content appears. In giving my consent for Content to be used by Company, I understand that I hereby waive any current and future claims (including, but not limited to, claims for either invasion of privacy or libel) against Company, financial and otherwise, and will release, defend, indemnify and hold harmless Company and any and all of its employees, officers, directors, shareholders, agents and their successors and assigns from any and all claims, demands, damages, liabilities, actions or causes of action of any kind whatsoever related to or arising out of any use of the Content, or modification, alteration, distortion or other change to the Content.

I represent and warrant that I am in good health, physically fit and I am not aware of any physical or psychological impediments to my participation in any physical activity, event, or use of any athletic equipment (collectively, “**Activity**”). I acknowledge and agree that any Activity in which I engage carries an inherent risk of potential accident or injury, including death. I agree that by engaging in such Activity, I do so entirely at my own risk and hereby release, defend, indemnify and hold harmless Company and all of its respective employees, officers, directors, shareholders, agents and their successors and assigns from any and all claims, demands, damages, liabilities, actions or causes of action and responsibility of any kind whatsoever related to or arising out of any Activity, including, but not limited to, any injury, loss, or damage to myself, a third party, entity, or property, to the fullest extent permitted by law.

I acknowledge that no employee/employer relationship is established by this Waiver and Release. This Waiver and Release does not create any obligation for Company to enter into any further business relationship with me. I represent and warrant that I have read this Waiver and Release and I am familiar with its contents. I further represent and warrant that I am 18 years of age or older or the age of majority in my state of residence and competent to sign this Waiver and Release. This Waiver and Release shall survive the execution and delivery hereof and shall be binding on me, my legal representatives, heirs and assigns. If any provision of this Waiver and Release is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Waiver and Release and shall not affect the validity and enforceability of any remaining provisions.

[Signatures appear on the following page.]

I have read, understand, and agree to the above terms and conditions.

PARTICIPANT:

Signature: _____
Name: _____
Address: _____
Phone No.: _____
Date: _____

IF PARTICIPANT IS A MINOR, THIS WAIVER AND RELEASE MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF MINOR. By virtue of executing this Waiver and Release on a minor's behalf, the parent or legal guardian agrees to these terms and conditions on behalf of the minor identified above and him or herself and further represents, warrants and agrees that (a) parent or legal guardian is the legal parent or guardian of the minor, (b) parent or legal guardian has authority to enter into this Waiver and Release, and (c) the minor will not disaffirm or disavow this Waiver and Release on the ground that the minor was a minor on the date it is executed or any similar grounds whatsoever.

PARENT/LEGAL GUARDIAN:

Signature: _____
Name: _____
Address: _____
Phone No.: _____
Date: _____