

LEVI'S® STADIUM VIP ON-FIELD EXPERIENCE

WAIVER AND RELEASE FROM LIABILITY

PARENTAL CONSENT AND NAME/IMAGE RELEASE

I approve of my child's attendance and participation in the Levi's® Stadium VIP On-Field Experience Event (hereinafter, "Event") and certify that he/she is in good health and able to participate fully in any and all of the program activities. I fully understand that my child's participation in such an Event is physically demanding and may involve the risk of serious injury or death, including economic losses which may result not only from my child's own actions, inactions or negligence, but from the actions, inactions or negligence of others, the condition of the facilities, equipment or areas where the Event is being conducted and the rules of play of this type of Event or activity. I voluntarily assume full responsibility on behalf of my child for all risks of personal injury and death while participating in the Event, including the risk of passive or active negligence on the part of Forty Niners Football Company LLC (hereinafter, "49ers"), the Santa Clara Stadium Authority, and/or the general partners, officers, directors, related entities, volunteers, employees, representatives, affiliates, sponsors, licensees, and agents of the 49ers (collectively, "Sponsors").

I knowingly release and will not bring any legal action of any nature against, and indemnify and hold harmless and discharge the partners, officers, related entities, volunteers, employees, representatives, agents and assigns of the 49ers or Sponsors, and the employees, officers, directors, owners, representatives and agents of such related entities, the National Football League, and their partners, member clubs, parents, affiliates, divisions, employees, agents or assigns (collectively, "Benefited Parties") from any and all loss, claim, expense (including attorney's fees) or liability that may arise in any way out of my child's attendance at or participation in the Event, whether the injury, loss or damage is caused in any way in whole or in part by negligence, gross negligence, carelessness or other acts of the 49ers and/or of the other Benefited Parties.

I know of no medical reason why my child should not participate in the Event. I authorize the Event staff to attend to any health problems or injury my child may sustain while participating in the Event. I acknowledge that I am responsible for any and all medical expenses, damages or other costs related to treating any injury or illness to my child.

I further authorize the 49ers and the Benefited Parties to take photographs and/or record video or audio tapes that include my child's image and/or voice (collectively, "Photos") while participating in the Event and to use, at their sole discretion, the Photos and my child's name and likeness without compensation to me in any promotional campaigns or materials or publicity for the Event, the 49ers, Benefited Parties, or Sponsors and their successors, licensees, and assigns. I hereby release and waive any and all interest in and with respect to the Photos and agree to release the Benefited Parties from any and all claims, actions, causes of action and demands arising out of or in any way related to the Photos and the Benefited Parties' use thereof.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

Child's First and Last Name

Parent/Guardian First and Last Name

Date

Parent/Guardian Signature