

PROMOTIONAL EVENT/CONTEST PARTICIPANT (Minor)
ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

This ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT (“Agreement”) is executed on the date set forth under the signature below by the undersigned, who is a parent or legal guardian of the minor named below (hereinafter “Participant”), who has been selected to participate in the “10th Annual SportsFest” (the “Event”) being held on March 30, 2019 at Nissan Stadium, in favor of radio stations WQQK, WSM-FM, WWTN, WKDF and WGFX, Cumulus Media Inc., its subsidiaries and affiliates, members, directors, shareholders, officers, employees and agents, whose address is 10 Music Circle E. Nashville, TN, and all sponsors of the Event (hereinafter referred to collectively as “Cumulus”).

In consideration of Participant being allowed to participate in the Event, including interactive activities such as inflatables, interactives, basketball shooting, etc. and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

1. I am a parent or legal guardian of Participant and I have the legal authority to execute this agreement.
2. I, by signing this Agreement, acknowledge that there are certain risks associated with Participant’s participation in the Event, any of which could result in serious bodily injury or death to Participant. I represent, warrant, covenant and agree that Participant is participating in the Event entirely of his/her own choice and volition, and that it has not been requested, suggested or required in any way by Cumulus that Participant participate in the Event. I acknowledge and recognize that Participant’s participation in the Event could involve potential danger to Participant’s person and property, and I knowingly and voluntarily intend for Participant to participate in the Event after being apprised of such danger.
3. I, on my own behalf and on behalf of Participant, his/her heirs and assigns, do hereby now and forever fully and finally release, remise, acquit and discharge Cumulus of and from any and all rights, claims, debts, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments, of any kind or nature whatsoever, whether known or unknown, developed or undeveloped, anticipated or unanticipated, discoverable or undiscoverable, which Participant or I have, might have, or might claim to have against Cumulus, arising out of or in any way related to or associated in any way with regard to Participant’s participation in the Event, and any injury, damage or loss of any nature related to or arising out of or in connection therewith.
4. I, on my own behalf and on behalf of Participant and his/her heirs and assigns, do hereby covenant and agree not to sue Cumulus upon any claim, demand, right of action, cause of action, lawsuit, damage, loss or expense of any nature whatsoever, in law or in equity, which Participant or I now have, have had, or may hereafter claim to have or have had, against Cumulus arising from or by reason of any matters, conduct, transactions, liabilities or obligations with respect to the Event as to which any Cumulus entity might have any resultant liability to Participant or to me.
5. I understand and agree that this Agreement is not, and shall not be construed as, an admission by any Cumulus party of any liability whatsoever. This Agreement and each of its provisions shall not be offered or received in evidence in any action or proceeding as an admission or concession of liability of any nature on the part of any Cumulus party. I further understand and agree that this Agreement contains the entire agreement between Cumulus and me, on my behalf and on behalf of Participant, relative to its subject matter, and no representations or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.
6. I hereby grant Cumulus the right to use Participant’s name, likeness, voice, biographical and other information for advertising, promotional, and related purposes in connection with the activities or promotion of the Event.
7. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Notwithstanding anything herein to the contrary, this Agreement shall be fully enforceable by either party in any action at law or in equity, and nothing contained herein shall preclude or be construed to preclude any action in law or in equity by either party against the other to enforce the provisions of this Agreement. This Agreement shall be governed by and enforced and interpreted in accordance with the law of the State in which the Event takes place. If any provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 30 day of March, 2019.

Participant Name: _____ Age: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____

Address: _____

Phone: _____ Email: _____

RELEASE AND CONSENT - MINOR

Name of Minor Participant(s): _____

Name of Minor Participant's Parent/Guardian: _____

Event: SportsFest 2019 Event Date: March 30, 2019

Location: Nissan Stadium

The Parent/Guardian listed above represents that he or she is the parent and/or legal guardian of the named Minor Participant. For and in consideration of the opportunity for the Minor Participant to attend and participate in the Event, the Parent/Guardian, on behalf of himself or herself and any spouse, on behalf of the Minor Participant, and on behalf of any personal representatives, insurers, heirs, successors or assigns hereby fully and finally RELEASES, ACQUITS AND FOREVER DISCHARGES Tennessee Football, Inc., doing business as Tennessee Titans ("TFI"), Cumberland Stadium, Inc. ("CSI"), Nissan North America, Inc., Saint Thomas Health, The Sports Authority of the Metropolitan Government of Nashville and Davidson County and their respective shareholders, partners, officers, directors, employees, contractors, agents, representatives, parent companies, subsidiaries, divisions, affiliates, insurers, predecessors, successors and assigns (hereafter, collectively the "Released Parties") from any and all claims, demands, actions, causes of action, suits, costs, losses, injuries, damages, expenses and liability arising out of, related to or in any way connected with, directly or indirectly, the Minor Participant's participation in or attendance at the Event. (such released claims and other matters listed above to be referred to as the "Covered Claims"). The undersigned Parent/Guardian further agrees that if, despite this Release and Consent, he or she, or anyone else on his or her behalf, brings a Covered Claim against the Released Parties on behalf of Parent/Guardian or Minor Participant, Parent/Guardian will indemnify, save and hold harmless each Released Party from any loss, liability, damage, or cost which it may incur as a result of such Covered Claim, including all attorneys' fees incurred by any Released Party defending against the same. The foregoing shall constitute a release and waiver of all liability, claims, demands, losses, or damages of whatever kind or nature, either in law or in equity, on undersigned Parent/Guardian's account and/or Minor Participant's account (including anyone acting on their behalf) arising from Minor Participant's participation in the Event. The Parent/Guardian represents that the Minor Participant has received a physical examination by a licensed medical doctor and has been found physically capable of participating in physical activities like the Event. The Parent/Guardian gives consent to have athletic trainer(s), emergency medical personnel, licensed medical doctor(s) and/or dentist(s) provide the Minor Participant with medical assistance and/or treatment and the Parent/Guardian agrees to be financially responsible for the reasonable cost of any such assistance and/or treatment. The Parent/Guardian (i) represents that Minor Participant is able to safely participate in the Event, (ii) understands that participation in the Event involves the risk of injuries, and (iii) understands and agrees that if the Minor Participant participates in or attends the Event, the Parent/Guardian shall be solely responsible for any and all physical injury the Minor Participant sustains as a result of attendance at or participation in the Event and that none of the Released Parties shall have any liability for any such injury. The undersigned Parent/Guardian represents that he or she is over the age of 18 years, represents that he or she is capable of reading and understanding the written English language and that prior to signing below, he or she has read and understands this Release and Consent. The Parent/Guardian hereby consents that in connection with the Event, the Parent/Guardian and/or the Minor Participant may be photographed, videotaped and/or recorded and that such photography, videotaping and recording, as well as the name(s) of the Parent/Guardian and/or the Minor Participant, may be used for the reasonable business purposes of TFI in any and all media formats, including, without limitation, television, radio and digital media and formats, including the Internet, without the payment of any consideration. This Release and Consent shall be governed by the laws of the State of Tennessee, without regard to applicable conflicts of law provisions or the principles of comity. The undersigned Parent/Guardian expressly waives any and all rights or benefits that he or she may now have, or in the future may have as to the Released Claims. This Release and Consent is intended to cover all claims in connection with and/or arising out of the Minor Participant's participation in the Event. Should any claims be deemed not to be covered by this Release and Consent, the undersigned Parent/Guardian agrees that all legal claims he or she wishes to pursue, individually or on behalf of Minor Participant, against the Released Parties, including any dispute over the terms or coverage of this Release and Consent, shall be brought on an individual basis only and through confidential, final and binding arbitration before a private and impartial arbitrator (conducted in accordance with current AAA Arbitration Rules & Procedures), and the undersigned Parent/Guardian hereby waives his or her right to commence, or be a party to, both individually and on behalf of Minor Participant, any class or collective claims or to bring jointly with any other person any claim against the Released Parties.

Signature of Parent/Guardian

Date