

LIABILITY WAIVER/RELEASE
DECEMBER 12, 2009- DENVER NUGGETS VS PHOENIX SUNS
USA SPIRIT RALLY

I hereby request that Kroenke Sports Enterprises (“KSE”) and the Denver Nuggets (“NUGGETS”) allow my child to participate in all activities surrounding the Denver Nuggets vs. Phoenix (“SPIRIT RALLY”) at Pepsi Center on Saturday, December 12, 2009. Activities include clinic, rehearsal and pre-game exhibition. I certify that my child is in good mental and physical condition. My child and I understand the inherent risks associated with performing cheerleading and dance activities, and we also understand the inherent risks of participating in these Activities on the hardwood floor of the court and tile floor of the concourses.

In consideration of KSE allowing my child to participate in the Activities, I agree not to sue and forever release, waive and discharge KSE, Denver Nuggets, L.P., Pepsi Center, Kroenke Sports Enterprises, LLC; Kroenke Arena Company, LLC; the National Basketball Association (“NBA”), and their respective employees, governors, affiliates, agents, partners, owners, members, parents, subsidiaries, representatives, officers, attorneys and players (heinafter referred to collectively as “Releasees”) from any and all liability to me or an behalf of my child, his or her personal representatives, assigns, heirs, children, dependents, spouse and relatives for any and all claims, causes of action, losses, judgments, liens, costs, demands or damages that are caused by or arise from any injury, including death to his/her person or property regardless of the cause(s) of such injury. I assume all risks associated with my child’s participation in and observation of the Activities.

I further grant KSE, Denver Nuggets, L.P., Pepsi Center, Kroenke Sports Enterprises, LLC; Kroenke Arena Company, LLC; the National Basketball Association (“NBA”), and their respective successors and assigns the perpetual worldwide and royalty-free rights to use my child’s voice, photograph, and likeness in any media related to my performance in or observation of the Competition including, without limitation, a videotape recording of such Activities without compensation to me, or my personal representatives, assigns, heirs, children, dependents, spouse and relatives.

I hereby acknowledge that I have carefully read this Liability Waiver and Release of Liability, that I fully understand its content, that I am over the age of 18, a parent or legal guardian, and that I am signing this Liability Waiver and Release voluntarily and intend for it to be legally binding.

Participant Name

Address

Name (Parent or Legal Guardian)

City/State/Zip Code

Signature of Parent or Legal Guardian

Telephone Number/Emergency # @ time of event

Date