

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

CLEVELAND BROWNS FOOTBALL COMPANY LLC, CLEVELAND BROWNS STADIUM COMPANY LLC, and/or the CLEVELAND BROWNS FOUNDATION (individually and collectively the "Browns") is providing the undersigned individual ("Releasor") an opportunity to participate in the Cleveland Browns Football Clinic (the "Activity") during an event hosted by the Browns on July 21, 2017. In consideration of being permitted to participate in the Activity, Releasor hereby agrees as follows:

Releasor, on behalf of his/her heirs, assigns, and successors, hereby unconditionally and forever RELEASES, WAIVES ANY CLAIM, COVENANTS NOT TO SUE AND AGREES TO INDEMNIFY the Browns, the City of Cleveland, the National Football League and each of their respective affiliates, direct and indirect owners, officers, sponsors, employees, partners, and members, and the other promoters, sponsors, employees, advertisers, volunteers and any others involved with such activities (collectively, the "Releasees"), from and concerning any and all liability, for any loss or damage, and from any claim or damage (collectively, the "Losses"), in connection with the Activity, including, without limitation, all times that the Releasor is physically present at the site of any activities related thereto, regardless of whether such Losses are (i) personal to Releasor or raised by a third party, (ii) relating to injury to any person (including death) or property, or (iii) caused by the negligence of such Releasees or otherwise.

Releasor acknowledges and understands that participation in the Activity requires vigorous physical activity. Releasor represents that s/he has been examined by a licensed physician recently and is in good health and further represents that s/he is not aware of any current or previous health condition that may give rise to a concern regarding participation in the Activity and is under no instruction or advice to limit his/her activity in any way. Releasor acknowledges and understands that participation in the Activity may involve physical contact and exposes Releasor to risk of serious injury or death. Nevertheless, Releasor fully assumes all risks of injury and death.

Should routine first aid or emergency medical needs arise, Releasor authorizes representatives or agents of the Releasees to provide or consent to necessary treatment on Releasor's behalf. Releasor hereby releases and holds harmless Releasees from any and all claims or liability arising from the provision or authorization of medical treatment.

Releasor understands the Browns will make photographic, video, audio and other recordings of the Activity and agrees that the Browns will be the exclusive owners of such recordings and images. Releasor hereby grants to the Browns the unconditional, irrevocable and absolute right and permission to make, reproduce, broadcast, or otherwise use, in perpetuity, his/her image, name, likeness, portrait or other depictions, recorded voice and biographical material throughout the universe and in any and all advertising and promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, commerce, promotion or any other purpose, without further compensation.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasor further agrees that ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF BEREA, OH.

Releasor has carefully and fully read this Release and Waiver and fully understands its contents and signs this Release and Waiver as his or her own free act.

<b>Adult Participant (Age 18+)</b>	<b>Underage Participant</b>
<p>I hereby represent and warrant that I am at least 18 years of age.</p> <hr/> <p>Signature of Participant <span style="float: right;">Date</span></p> <hr/> <p>Printed Name of Participant</p> <hr/> <p>Address</p> <hr/> <p>City <span style="margin-left: 100px;">State</span> <span style="margin-left: 100px;">Zip</span></p>	<p style="text-align: center;"><b>FOR EACH PARTICIPANT UNDER 18, THE PARENT OR GUARDIAN MUST FILL OUT A SEPARATE WAIVER AND USE THIS SECTION ONLY</b></p> <p>I hereby represent and warrant that I am at least 21 years of age and am the parent or legal guardian of the Participant listed below.</p> <hr/> <p>Signature of Parent or Legal Guardian of Participant <span style="float: right;">Date</span></p> <hr/> <p>Printed Name of Parent or Legal Guardian / Printed Name of Child Participant</p> <hr/> <p>Address</p> <hr/> <p>City <span style="margin-left: 100px;">State</span> <span style="margin-left: 100px;">Zip</span></p>