

PARTICIPANT RELEASE OF LIABILITY and ASSUMPTION OF RISK
(Adult Volunteers)

k **Please Read Carefully, Sign and Return to Nike**

For purposes of this release document, “Event” means collectively **the second annual “YOUTH TRIATHLON” event being held at the NIKE World Headquarters campus located near Beaverton, Oregon on Sunday, August 16, 2009 and any other activities related to that event.** In consideration of the opportunity to participate as an adult volunteer at the Event, I, the undersigned participant, acknowledge and agree that:

1. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.

2. I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns, agents and licensees (**collectively the “Recorders”**) permission to film, photograph, videotape or otherwise record my image, voice, or any other aspect of the recording at the Event (**collectively the ‘Recording’**) and to perpetually use the Recording and my name in any manner or media and for any purposes without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. The Recorders shall have no obligation to use any of the rights I grant. I represent that it is not necessary for the Recorders to obtain permission from or to pay any fees to me or to any third party in connection with the rights granted in this paragraph.

3. I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless NIKE, Inc. and the affiliates and subsidiaries of NIKE, Inc., their respective officers, directors, shareholders, employees, agents, representatives, successors, assigns, and insurers, and all volunteers helping with the Event (**collectively the “Released Parties”**) with respect to any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

4. In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Portland, Oregon unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

5. I hereby certify that I am eighteen (18) years of age or older.

I have read this release document, fully understand its terms and understand that I am giving up substantial rights by signing it. I sign this document freely and voluntarily, without any inducement or coercion.

PARTICIPANT SIGNATURE

DATE SIGNED

PRINT NAME

PHONE NUMBER

E-MAIL ADDRESS

ADDRESS: _____