

**NIKE EVALUATION
RELEASE AND WAIVER AGREEMENT**

Please Read Carefully, Sign and Return to NIKE

I desire to participate in one or more product or performance testing, research, performance or physical measurement, testing of equipment or procedures, and/or performance or physical evaluation (the "Evaluation") either partially or wholly sponsored, produced, directed, organized or conducted by NIKE, Inc., its subsidiaries or affiliates, service providers, employees and agents ("NIKE"). In consideration for the opportunity to participate in the Evaluation, I hereby irrevocably and unconditionally warrant and agree for myself and my heirs, estate, insurers, successors and assigns, as follows:

1. ASSUMPTION OF RISK. Before participating in the Evaluation, I will inspect the facilities, products, and equipment to be used for the Evaluation, and if I believe anything is unsafe, I will immediately advise an official of the Evaluation of the conditions and refuse to participate or attend until the conditions are corrected to my satisfaction. NIKE has made no representation to me as to the suitability, condition, or safety of the facilities, products, equipment, or vehicles (if any) involved in the Evaluation. *I understand that participation in the Evaluation involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I warrant that I am physically and mentally able to fully participate in the Evaluation. 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. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties (as defined below) from any costs or claims arising from such medical care.*

2. RELEASE FROM LIABILITY. *I fully and forever release, and discharge NIKE, its directors, officers, shareholders, employees, agents, insurers, distributors, sponsors, advertisers, representatives, contractors, assigns, and owners or operators of the Evaluation, facilities, equipment, and vehicles, and all others involved in the Evaluation (collectively, the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims, excluding gross negligence and intentional misconduct claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Evaluation, including transportation related to the Evaluation, even if it is due to the negligence or other fault of the Released Parties, to the fullest extent permitted by law.*

3. COVENANT NOT TO SUE. I will not initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with or relating in any way to my participation in or attendance at the Evaluation, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to the Evaluation, even if it is due to the negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation. I agree that NIKE shall not owe me any compensation in connection with any of the provisions hereof.

4. INDEMNITY. I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the Evaluation, including transportation related to the Evaluation. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages I may suffer in connection with the Evaluation. If I am a California resident or could otherwise claim the protections of California law, I further expressly waive the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor."

5. NO INSURANCE; MEDICAL EXPENSES; NOTIFICATION OF INJURY. I understand that NIKE and others involved in the Evaluation do NOT provide me with any insurance (including life, medical or general liability), for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the Evaluation. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses for any illness, accident, or injury in connection with the Evaluation. If I become ill, involved in an accident or injured during the Evaluation, I will promptly report such illness, accident or injury to a NIKE representative. I understand that NIKE does NOT provide me any medical advice or recommendation, and I will seek medical advice from a qualified medical practitioner.

6. OWNERSHIP OF PRODUCTS. I understand that all experimental products I use during the Evaluation phase are and remain the property of NIKE (or others participating in the Evaluation or supplying the equipment subject to Evaluation, as determined between NIKE and them) before, during and after the Evaluation phase. I will not loan, sell or give the products to anyone. After Evaluation, or whenever a NIKE representative analyst requests their return, I will promptly return the products to NIKE. I will provide detailed information about the experimental products when requested by NIKE. ***IN ORDER TO PROTECT MY AMATEUR ATHLETIC ELIGIBILITY, I AGREE TO RETURN ALL NIKE PRODUCTS PROVIDED TO ME DURING THE EVALUATION.***

7. AUTHORIZATION TO USE RECORDING & FEEDBACK. NIKE and others may be photographing or filming the Evaluation for product development, research, or other purposes, which shall not include advertising, promotional, or other commercial purposes. I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns and licensees (collectively "NIKE") permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording in connection with the Evaluation (collectively the "Recording") and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Evaluation or otherwise 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. NIKE shall have no obligation to use any of the rights I grant. NIKE shall have the right at all times to use my name, likeness, and other identifying information for product development, research, and other internal

purposes. I represent that it is not necessary for NIKE to obtain permission from or to pay any third party in connection with the rights granted in this paragraph. I acknowledge and agree that if I am a high school or collegiate student-athlete I am solely responsible for preserving and protecting my eligibility and that NIKE shall not bear any responsibility or accountability therefor.

8. CONFIDENTIALITY. I agree to keep all information about the Evaluation (including information relating to the products, materials and features being tested and any feedback I provide to NIKE) strictly confidential. I will not encourage, permit, or allow any person who is not authorized by NIKE, to handle, wear, use, or otherwise access any NIKE experimental product being tested, and I will not reveal to anyone (other than an authorized agent or representative of NIKE), nor use for my own gain, the NIKE experimental product being tested, nor otherwise disclose any information obtained from or about such product or its Evaluation. I will not, nor will I allow third parties to, sketch, photograph, create written descriptions, or otherwise preserve or disseminate, including via the Internet or other electronic forms of dissemination, any information of any kind about the products and/or the Evaluation, unless NIKE specifically requests in writing that I do so, in which case I shall provide to NIKE all originals and copies of such work, and I agree to assign, and do hereby irrevocably transfer and assign, to NIKE all of my rights, title, and interests in and with respect to such work, including but not limited to all intellectual property rights in and with respect to such work. This commitment includes without limitation an obligation to permanently delete or destroy any electronic copy(ies) of such information that may have existed on any computer, word processor, or other device used by me. I will promptly return any products lent to me for Evaluation upon the sooner of (a) NIKE's request; or (b) the conclusion of the Evaluation period. I agree to perform all Evaluation at a site or sites authorized by NIKE. I will not perform any Evaluation at a site or sites where persons (other than persons who are agents or employees of NIKE) who are skilled or knowledgeable in the art of making, selling, or promoting sports and fitness related products are present or likely to be present, including but not limited to sports and fitness shows or other athletic industry shows; sports or fitness related contests or events, especially where public notice, promotional activities, or advertising signs are used, or where attention would be drawn to the experimental product; or wherever there are likely to be large numbers of people. I further agree not to test sports or fitness related products, during the time in which I am Evaluation products for NIKE and for a period of at least eighteen (18) months after the end of the Evaluation, for any other shoe, apparel, or sporting goods company, in any capacity.

9. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS & LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS. In consideration of my use of the experimental products of NIKE and of the opportunity given by NIKE to me to acquire confidential information related to NIKE, I agree to assign, and do hereby irrevocably transfer and assign, to NIKE all of my rights, title, and interests in and with respect to any Invention that I make, create, conceive or first reduce to practice, either alone or jointly with others, related to the Evaluation, NIKE's confidential information, or the experimental products (collectively, the "Assigned Inventions"). As used herein, "*Invention*" means any creation, feedback, innovation, idea, improvement to an existing process or product, concept, product configuration, design, logo, mark, pattern, discovery, information, know-how, product, prototype, formula, process, composition of matter, database, promotional idea, writing, book, lecture, illustration, photograph, scientific or mathematical model, software (including source code, object code and other operational and functional feature of software), invention, work of authorship, or other technical or business subject matter. To the extent that the foregoing assignment is ineffective for whatever reason, I hereby grant to NIKE, in such circumstances, a perpetual, irrevocable, nonexclusive, transferable, world-wide, royalty-free license to use, disclose, make, sell, offer for sale, import, copy, distribute, modify and create works based on, perform, and display such of the Assigned Inventions, and to sublicense third parties in one or more tiers of sublicensees with the same rights.

10. AUTHORIZATION TO COLLECT AND USE DATA. While engaging in the Evaluation, I may provide to NIKE: (1) information such as my name, contact information, age, gender, and other demographic, physical, physiological or identifying characteristics specifically requested from me; (2) data regarding my use or interaction with the products or services used for the Evaluation including any data collected through the Evaluation or any feedback, comments or ideas I provide about the Evaluation, the products used during the Evaluation or my experience during the Evaluation and to the extent a specific Evaluation includes a separate Informed Consent (3) any research data collected as defined and outlined in that document (collectively "Evaluation Data"). My participation in the Evaluation is voluntary. By participating in the Evaluation and providing the Evaluation Data to NIKE, I hereby grant NIKE permission to collect, capture, record, use, and store the Evaluation Data, and grant to NIKE a license to use the Evaluation Data for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services, creating, modifying or improving products and services, and providing me with the benefits or services related to the Evaluation.

11. AMATEUR ATHLETE ELIGIBILITY. *I understand and agree that if I am, or may become, a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all applicable rules, regulations, and bylaws of my state/territory/national association(s), the NCAA and of any other governing bodies that may be applicable to me ("the Rules"). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.*

12. VALIDITY. If any portion of this Release and Waiver Agreement ("Agreement") is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Agreement supersedes any oral or written statements made by or to me in connection with the Evaluation. I understand that I cannot terminate, cancel, or revoke this Release and Waiver Agreement for any reason. I am not a joint venturer or partner of NIKE. If I am a NIKE employee, I understand that my participation in product Evaluation is outside of my regular job functions and is not a condition of my employment; I am voluntarily engaging in this activity without any pressure from my employer. I understand that my participation in Evaluation or my receipt of gift cards related to Evaluation (if any) does not form an employment relationship between NIKE and me. This Agreement constitutes my entire understanding of my rights, risks and obligations and supersedes all prior and contemporaneous oral and written agreements between me and NIKE with respect to the subject matter. This Agreement may not be modified except by a written agreement that specifically refers to the provision or provisions to be amended and that is signed by an authorized representative of NIKE.

13. ARBITRATION. In the event of any dispute between me and any of the Released Parties, 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.

