

## **2021 LETTERWINNERS M CLUB ON-FIELD BANNER EXPERIENCE AGREEMENT**

Participation in the 2021 Letterwinners M Club ("M Club") On-Field Banner Experience is a privilege granted to you by the M Club and its members. To that end, you are being granted a revocable license to access the playing field at Michigan Stadium on the agreed upon date, one and a half (1.5) hours prior to kickoff, and participate in raising the 'Go Blue M Club Supports You' banner prior to the game's kickoff (hereinafter "On-Field Banner Experience"). Immediately after the On-Field Banner Experience, you must exit the playing field and take your seat in the stands. Your license to participate in the On-Field Banner Experience may be revoked without refund or other consideration if you: (a) attempt to transfer/re-sell/re-package your license; (b) violate any University of Michigan ("U-M"), U-M Athletic Department, U-M Police Department, M Club, Big Ten Conference ("Big Ten") or National Collegiate Athletic Association ("NCAA") rules, regulations, venue security restrictions, or the instructions of authorized personnel; (c) solicit contributions or distribute literature or promotions during or in connection with the On-Field Banner Experience without prior written permission from the U-M, U-M Athletic Department, U-M Police Department, M Club, Big Ten, or NCAA; (d) violate the Code Conduct reflected below, use foul/abusive language or obscene gestures, or otherwise engage in inappropriate, disruptive, or illegal behavior; as determined by the U-M, U-M Athletic Department, U-M Police Department, M Club, Big Ten, or NCAA; or (e) fail to meet any of the requirements detailed below.

As a participant in the On-Field Banner Experience you agree to abide by all applicable athletic department policies regarding COVID-19 and the use of face masks. Any violation is grounds for immediate removal from the Banner Experience and forfeiture of any possible refund.

All items brought into any U-M, U-M Athletic Department, or M Club controlled venue are subject to reasonable inspection. Restricted items as identified pursuant to the U-M, U-M Athletic Department, U-M Police Department, M Club, Big Ten, or NCAA are strictly prohibited. No refunds, exchanges, or rain checks will be issued for any reason and this license is non-refundable.

You agree not to sell, transmit, or aid in the transmission of any account, description, picture or reproduction of the On-Field Banner Experience and related activities. You further grant to the U-M, U-M Athletic Department, M Club, Big Ten, and/or NCAA the unrestricted and assignable right/license to utilize your image or likeness incidental to any recording, transmission, or reproduction in any medium, whether now known or hereinafter devised, worldwide and in perpetuity.

You ***VOLUNTARILY ASSUME ALL RISK AND DANGER*** incidental to your participation in the On-Field Banner Experience and related activities, from both known and unknown causes and both obvious and hidden conditions, including, without limitation, being struck by misdirected balls, carts, projectiles, or players, any injuries sustained on the field of play, tunnel, sidelines, and surrounding areas, and actions of third parties whether such risk or danger occurs prior to, during, or subsequent thereto, and hereby ***RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE*** the U-M, U-M Athletic Department, M Club, Big Ten, NCAA, On-Field Banner Experience partners or participants, participating players, sponsors, volunteers, media producers and distributors, agents, licensees, and all officers, directors, employees, agents, sponsors, assigns, and affiliates thereof (collectively, "Releases") from all liability to you, your personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of personal injury, death, or loss or damage to personal, private, or other property and equipment, whether caused by the negligent acts or omissions of the releases or otherwise, resulting from or arising out of your attendance at and participation in the On-Field Banner Experience. ***YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASES*** from and against any and all claims, demands, actions, proceedings, lawsuits, fees, fines, penalties, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable and actual attorney fees and all other costs of litigation, including expert witness fees) brought, imposed, or alleged by a third party against any of the releases due to your use of the license granted herein, including, without limitation, acts or omissions or allegations thereof while present at or around the On-Field Banner Experience site. The releases shall not be responsible to you for punitive, incidental, consequential or special damages. You agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted in the state of Michigan, and if any portion thereof is held invalid for any reason, it is agreed that the balance shall continue in full legal force and effect.

In the event of a banner experience cancellation, through no fault of the participant, you are entitled to a refund not to exceed the monetary value prepaid to the M Club in exchange for the banner experience. Said value may also be transferred, wholly or partially, into a tax-deductible donation to the M Club.

Any disputes involving the releases shall be resolved by arbitration in the State of Michigan pursuant to the Commercial Rules of the American Arbitration Association then in force. A judgment upon the award rendered by the arbitrator(s) shall be final and non-appealable and may be entered in any court having jurisdiction thereof. If you are a parent or guardian

accompanying a minor or minors to the On-Field Banner Experience, by allowing the minor(s) to attend and participate in the On-Field Banner Experience with you, you are deemed to have given all of the foregoing grants of rights, releases and waivers on behalf of such minors.

In consideration for the license granted you, you agree to the following requirements:

1. You must be a current member or guest of the M Club.
2. You must have a ticket to the game.
3. You must meet at the tunnel to the playing field no less than 90 minutes before kickoff to receive tunnel access credentials and remain in the designated area until you are escorted onto the field for the On-Field Banner Experience.
4. You must not wear logos, colors or emblems of any other team.
5. You must be eighteen (18) years of age or older.
6. You must possess a valid form of ID (i.e., Student ID or Driver's License) that matches the name of the person granted a license to participate in the On-Field Banner Experience.

**CODE OF CONDUCT:** You are expected to display reasonable and appropriate behavior at all times. Any behavior defying the code of conduct as determined by the U-M, U-M Athletic Department, U-M Police Department, M Club, Big Ten, or NCAA can result in ejection and possible arrest. You are expected to:

- Conduct yourself in a manner that represents the U-M, U-M Athletic Department, M Club, Big Ten or NCAA, with honor, dignity, and respect.
- Not use vulgar, abusive, racist, sexist, demeaning, or intimidating language.
- Support the players, coaches, and officials in a positive manner.
- Treat the visiting team, coaches, and fans with courtesy and respect.
- Demonstrate the qualities of civility and sportsmanship.
- Not be intoxicated, inebriated, or belligerent.
- Be a positive role model for those around you by treating others with courtesy and respect.

**ACCEPTED AND AGREED**

**On-Field Banner Experience Participant**

**Letterwinners M Club Representative**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Club Affiliation: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_