

TERMS AND CONDITIONS AND RELEASE OF LIABILITY

In consideration for allowing me, my child(ren) or ward(s) (collectively, "Minor(s)"), and any other featured individuals (together with me and Minor(s), the "Featured Individuals") to purchase a Minnesota Vikings Fan Cutout and participate in the "Vikings Fans in the Stands" program (the "Program"), including the possibility of appearing in a National Football League visual production(s) (collectively, "Productions"), the receipt of which shall be sufficient consideration for these Terms and Conditions and Release of Liability (these "Terms"), I do hereby agree as follows:

1. The image submitted for the Program may be (but is not guaranteed to be) visible on television broadcasts of Minnesota Vikings Football, LLC ("Club") home games and in film, photographs and recordings of such games.
2. I may only submit my photo or a photo of an individual from whom I have obtained express permission to submit a photo under these Terms. Pictures of celebrities, persons of notoriety or other third parties, in each case, that Club reasonably believes are not your picture or a picture of someone from whom you have obtained express permission may be rejected and Club will not be obligated to refund the purchase price.
3. All photos submitted must comply with the Photo Submission Guidelines.
4. I, for myself and on behalf of all of the other Featured Individuals in any submission, acknowledge and agree that the NFL Entities (as defined below) reserve the right, at their sole discretion, to refuse to create and/or display any cutout or other Program materials, including, without limitation, any cutout that the NFL Entities deem in their sole and absolute discretion to be lewd, immoral, offensive, tasteless, inappropriate, improper or in violation of the Photo Submission Guidelines, and in such event, I acknowledge and agree that I shall not receive a refund of the purchase price if a submitted photo is rejected for any of these reasons. I further acknowledge and agree that the NFL Entities are not responsible for any lost or damaged cutouts, and that any lost or damaged cutout will not be replaced.
5. In exchange for the possibility of appearing in television or other media distributions of one or more of Club's home games (collectively, "Productions"), I hereby agree, on behalf of myself and the Featured Individuals and my personal representatives, heirs, successors, assigns and next of kin, as follows:
 - A. I hereby assign to Club, the National Football League, each of its member football clubs, NFL Ventures, Inc., NFL Productions LLC, NFL Ventures, L.P., each of their respective parents, direct and indirect subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, owners, members, partners, officers, directors, employees, agents, representatives, sponsors, licensees and broadcast partners (collectively, the "NFL Entities"), all right, title and interest throughout the world in perpetuity in and to the images I voluntarily submitted to Club for the Program and/or that are captured through technology provided to me by the NFL Entities (collectively, the "Images"), including, without limitation, all

intellectual property, trademark and copyright rights in and to the Image(s) and Personal Information as defined below.

- B. I, on behalf of myself and any other individual depicted in the Images, hereby grant the NFL Entities the irrevocable, perpetual, worldwide and royalty-free right, but not the obligation, to use the name, image, likeness, voice, biographical information and any other information I submit with an Image of and about any individuals depicted in the Images (the "Personal Information"), and the Images, in the Program, the Productions and in connection with any other marketing and promotion of Club, the National Football League and the other NFL Entities and their business operations, and in the exhibition, distribution, advertising, transmission, reproduction, sublicensing and/or other exploitation thereof, in whole or in part, by any means now known or hereafter devised. I acknowledge that the Images and Personal Information may appear in broadcasts and other distribution of Club home games (including, without limitation, in clips, highlights, replays and other portions of the games distributed online, in social media and otherwise), and that neither I nor any other person depicted in an Image shall be entitled to any compensation or any right to approve the use of the Images or Personal Information. I hereby waive all rights of inspection or approval and any moral rights.
- C. I hereby represent and warrant that (i) I am at least 18 years of age or that I am the parent or legal guardian of all Minor(s) on whose behalf I am agreeing to these Terms, (ii) I am the sole owner of the rights I am granting herein or have the express authorization of the rightsholder, and (iii) I have the express permission and authorization of any person depicted in an Image to submit that Image and Personal Information to Club and to grant the rights set forth herein and to agree to these Terms on their behalf.
- D. I hereby release and discharge the NFL Entities, and agree to indemnify and hold the NFL Entities harmless from and against, any and all claims, demands, actions, obligations or liabilities arising out of or in connection with the use, display, editing, production, distribution, transmission, sublicensing or reproduction of the Images or Personal Information, including, without limitation, any claims for copyright infringement or invasion of privacy or publicity.
- E. TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER FEATURED INDIVIDUALS, AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE MINNESOTA VIKINGS FOUNDATION, MINNESOTA VIKINGS FOOTBALL STADIUM, LLC AND MINNESOTA VIKINGS FOOTBALL, LLC, and each of their respective owners, stockholders, members, directors, officers, employees, agents, affiliates, contractors, representatives, successors, heirs and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter, individually and collectively referred to as the "Released Parties") of, from and against, any and all actions, cause

or causes of action, at law or equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") that we may have or hereafter have against the Released Parties by reason of any injuries that we may sustain, whether to our person, property, and/or reputation, including, without limitation, any and all claims for copyright infringement, false endorsement, rights of publicity, defamation, and/or invasion of privacy, arising out of or in connection with the use, display, editing, production, distribution, transmission, sublicensing or reproduction of the Images or Personal Information, and/or any submitted information in connection with the Program and/or in any manner authorized or contemplated in these Terms. I, for myself and on behalf of all of the other Featured Individuals, further covenant not to sue or otherwise pursue any form of recovery or legal action against any of the Released Parties arising from or relating to any Claim.

- F. These Terms shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, without regard to conflicts of law principles. These Terms are intended to be as broad and inclusive as permitted by law and if any portion of these Terms is determined to be invalid, the remainder will continue in full legal force and effect. Any dispute, claim or cause of action in any way related to these Terms or the Program shall be resolved by mandatory, confidential, final and binding arbitration in Minneapolis, Minnesota. By purchasing a cutout and participating in the Program you hereby agree that all disputes shall be arbitrated on an individual basis and waive any right to litigate or arbitrate any claims as a class action, representative action, or class arbitration. If you do not consent to this clause, you may not purchase a cutout and participate in the Program. This clause is governed by the Federal Arbitration Act.
- G. I, for myself and on behalf of all of the other Featured Individuals, acknowledge that we have had an adequate opportunity to read these Terms and to make whatever investigation or inquiry we may have deemed necessary or desirable in connection with the subject matter of these Terms prior to accepting them.

I CERTIFY THAT I HAVE CAREFULLY READ THESE TERMS AND THE PHOTO SUBMISSION GUIDELINES, AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN AND THEREIN, ON BEHALF OF MYSELF AND THE OTHER FEATURED INDIVIDUALS IN ANY SUBMISSION, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM ALSO AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASED PARTIES AND BY ACCEPTING AND SUBMITTING, I AGREE TO BE BOUND BY THESE TERMS, INCLUDING THIS RELEASE OF LIABILITY, AND DO SO ON MY OWN FREE WILL.