

Exhibit A
INDEMNIFICATION AGREEMENT
For Sport Surface

NIKE, Inc., an Oregon corporation, and the National Recycling Coalition, Inc. (NRC), a New York State non-profit corporation have provided or desires to provide materials or funds (up to \$ 20,000) for some or all of the construction of a track, court or other play surface (the "Surface") for the undersigned persons, organizations, or entities (each a "Recipient", and jointly referred to as "Recipient") at the following location:

Address: _____

City, State, Zip: _____

Property Owner (title in what name): _____

Recipient is an owner, lessor, operator, or user of this location, and desires to have the Surface constructed. In consideration for the Surface, and as one of NRC and NIKE's express conditions to the construction (even if construction has commenced), Recipient hereby irrevocably and unconditionally agrees as follows:

Recipient will jointly and severally hold harmless and indemnify NRC, Inc. and NIKE, Inc., its subsidiaries, directors, officers, employees, agents and insurers, from and against any and all claims, demands, losses, damages, expenses (including attorney fees in connection with any legal proceeding and any appeal), and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the construction, maintenance, location, or condition of the Surface, or any person's use of the Surface, whether authorized or unauthorized, proper or improper. Without limiting this obligation, Recipient will maintain the insurance described in Exhibit A of this Agreement.

Recipient represents and warrants to NRC, Inc., and NIKE, Inc. that the construction or the Surface does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any other person. Recipient acknowledges that it will be responsible for the care, maintenance, and upkeep of the Surface following its construction, that NRC, Inc., and NIKE is relying on this Agreement to provide the Surface, and that NRC, Inc. and NIKE does not make, and hereby disclaims, any representations or warranties whatsoever regarding the Surface, whether express or implied.

Recipient #1: _____
(Print Organization Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print Name of Authorized Representative)

Title: _____

Date: _____

Recipient #2 _____
(Print Organization Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print Name of Authorized Representative)

Title: _____ Date _____