



## **PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR MINOR**

For and in consideration of Attack Basketball Academy, LLC, its subsidiaries, affiliates, and ownership entities allowing the minor identified below (the “Minor”) to participate in any Attack Basketball Academy LLC event, including, but not limited to, athletic competitions, games, tournaments, practices, camps, clinics, tryouts and related activities sponsored by Attack Basketball Academy LLC (the “Event” or “Events”); I, for myself, and on behalf of Minor, and the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”):

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in anyway impair the Minor’s ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, and that I am responsible for the Minor’s safety and well-being at all times and under all circumstances while at the Event.

2. I understand and acknowledge the risks and dangers associated with the Minor’s participation in the Events and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, coaches, umpires, officials, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risk”). I understand that these Risks may be caused in whole or in part by the Minor’s own actions or inactions, the actions or inactions of others participating In the Event, or the negligent acts or omissions of the Released Parties defined below. On behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses, which may be incurred as a result of the Minor’s participation in any Event.

3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by Attack Basketball Academy LLC and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event.

4. I hereby grant permission to use my likeness in photographs, video recordings or electronic images in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the organization and will not be returned. I hereby irrevocably authorize the organization to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing the organization's programs or for any other lawful purpose.

On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Attack Basketball Academy LLC, its member athletes/players, clubs, coaches, umpires, trainers, officials; the Event Owners, Directors, Organizers, Promoters, Sponsors and Advertisers; the Host Facility/Venue and the Property Owners or Operators where the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es) or expense(s) (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

The "Event"; may be physically challenging and pose a risk of discomfort, illness, injury, and even death. It is your responsibility to ensure that the Minor is in sufficient physical condition to participate in the Event without risk to the Minor's health or life. Attack Basketball Academy does not conduct health or fitness checks on entrants or participants.

On behalf of the Minor, you understand that, depending on the nature of the Event, participation may be hazardous, and that the Minor should not enter and participate unless you are in sufficient physical condition to participate. If needed, you should consult the Minor's doctor before participating in the Event.

In the event of injury to the Minor, limited care, such as basic first aid or CPR, may be provided and appropriate emergency services contacted. You acknowledge that this Agreement extends to any liability arising out of or in any way connected with any limited care that may be provided in the event of an emergency and/or injury. You understand that no such care may be available, but if it is, in each and every case you assume sole liability for any and all medical expenses incurred as a result of your participation in the Event, including, but not limited to ambulance transport, hospital stays, physician services, pharmaceutical goods, or medical devices.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions

of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition, and without prejudice to the generality of any of the foregoing, I acknowledge that COVID-19 infections have been confirmed throughout the United States. I represent and warrant that none of the Minor or anyone else (including me) that accompanies the Minor to any Attack Basketball Academy LLC event has, within the past 14 days: (i) returned from any highly impacted area subject to a Level 3 Travel Health Notice issued by the Centers for Disease Control and Prevention (a "Level 3 Notice"); (ii) had exposure to any person returning from an area subject to a Level 3 Notice; or (iii) had exposure to any person who has a suspected or confirmed case of COVID-19. I agree that I will not permit the Minor or any other person (including me) to participate in any Attack Basketball Academy event if he or she: (i) experiences symptoms of COVID-19; or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

I agree that the Minor and anyone else (including me) that accompanies the Minor to any Attack Basketball Academy LLC event will comply with and submit to any and all policies, protocols, procedures or other requirements that Attack Basketball Academy LLC implements to protect the health and wellbeing of those who participate in or otherwise attend Attack Basketball Academy LLC events, including, without limitation, temperature checking and social distancing in accordance with the guidelines recommended by the CDC or other public health agencies. I fully understand and appreciate both the known and potential dangers of participating in and attending Attack Basketball Academy LLC events and acknowledge that both participants and attendees of such events may, despite Attack Basketball Academy LLC efforts to mitigate such dangers, resulting exposure to COVID-19, which could result in quarantine requirements, serious illness, hospitalization, disability and/or death. On behalf of the Minor, and myself I voluntarily assume all such dangers and risks and accept sole responsibility for any illness, loss or Liability that may result from participating in or attending any and all Attack Basketball Academy LLC events.

I acknowledge and agree that the release, waiver, covenant not to sue and indemnification obligations previously set forth above extend to any Liabilities arising due to any person contracting or transmitting COVID-19 as a result of participating in or attending any and all Attack Basketball Academy LLC events.

Participants Name \_\_\_\_\_

Participants Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Guardian \_\_\_\_\_

Signature of Guardian \_\_\_\_\_ Date \_\_\_\_\_