

WAIVER & RELEASE

MUST BE SIGNED & RETURNED to HoopAcademyBasketball@gmail.com

I, the undersigned, in consideration of being allowed to participate in an event or program sponsored by Basketball Unlimited, LLC, or its related companies, acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability and possibly death, and severe social and economic loss, which may result from my own action, inaction or negligence as well as the actions, inactions and negligence of others. I acknowledge that I have been advised to consult with a physician before participating in the event or program. I further agree to inspect the premises and equipment before playing each game and if I deem any conditions to be unsafe, I will advise the appropriate persons and will refuse to play. I hereby acknowledge that any medical and/or hospital expenses from injury will be covered first by my own personal insurance. I authorize the Hoop Academy directors and their staff to act for me according to their best judgment in any emergency requiring medical attention. This child is physically fit for this activity.

Assumption of the Risk, Waiver of Liability and Indemnification Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Basketball Unlimited ("the Camp") have put in place preventative measures to reduce the spread of COVID-19; however, the Camp cannot guarantee that you or your child(ren) will not become infected with COVID-19. Furthermore, attending the Camp could increase your risk and your child(ren)'s risk of contracting COVID-19 as the facility is open to use by others that also may have been exposed to COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Camp employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Camp or participation in Camp programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Camp, its owners, employees, contractors, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Camp, its employees, contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Camp program or entrance to a CAMP facility. No oral communication may change, alter or affect the validity of this Waiver and Indemnification agreement.

I assume all of the foregoing risks and accept personal responsibility for any injury, disability or death and any damages, whether social or economic, and agree to release, waive, indemnify and hold harmless Basketball Unlimited, LLC, its parents, subsidiaries and affiliated entities companies, officers, partners, directors, members, commissioners, referees, employees, agents, licensees, assigns, and facilities (hereinafter "Releases") from any and all liability to the undersigned, his or her heirs and next of kin, for any and all claims, demands, suits, costs, expenses, losses, awards, injuries or damages (including reasonable attorney fees and related costs) caused or alleged to have been caused by Releases to myself or my child in connection with his/her participation in any Basketball Unlimited program, league, tournament or activity.

Finally, I give Basketball Unlimited permission to use my child's photo in social media posts or promotional materials.

Child's Full Name: _____

Parent Printed Full Name: _____

Parent Signature: _____

Date: _____ Contact Number: _____