

RELEASE AND WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT

(18 AND OVER)

Read Carefully. This Affects Your Legal Rights.

1. WAIVER. In consideration of being allowed to participate in the Skills Clinic, the undersigned referred to in this Release and Waiver of Liability as “Releasor” hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Coleman Ayers, Yacob Yishak, By Any Means, LLC, Value Basketball Skills Training and their respective officers, servants, agents, employees, volunteers, sponsors or independent contractors (hereinafter referred to as “Releasees”) from any and all liability, claims, demands, actions, damages, costs, expenses or lawsuit whatsoever arising out of or related to any loss, damage or injury, including death that may be sustained by Releasor, or to any property belonging to Releasor **whether caused by the negligence of the Releasees or otherwise**, while participating in the basketball skills clinic on March 23, 2019 at Gibson-Bethel Recreation Center (the “Skills Clinic”).

2. Acknowledgement and Assumption of Risks. Releasor represents that he/she is in good health and in proper physical condition to participate in the Skills Clinic. Releasor acknowledges and fully understands that he/she will be engaging in activities that involve endurance or strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve contact with equipment, other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and others that involve sustained physical activity that place stress on the cardiovascular and nervous system. Specific risks vary from minor injuries such as cuts and bruises, muscle strains and sprains to major injuries such as broken or fractured bones, concussion, or lost teeth to even more serious injury, including permanent disability and death and severe loss which might result not only from Releasor’s own action, inactions or negligence but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, there may be other risks not known to us or not reasonably foreseeable at this time. Releasor understands the nature of the activities at the Skills Clinic, understands the demands of those activities relative to the physical condition of Releasor and appreciates the types of injuries and illnesses and related to participation in the Skills Clinic and Releasor knowingly assumes all such risks.

3. Indemnification. In further consideration of being allowed to participate in the Skills Clinic, Releasor agrees to indemnify and hold harmless Releasees against all claims and causes of action, damages, judgements, costs or expenses, including attorneys’ fees and other litigation costs, which may arise from Releasor’s presence and participation in the Skills Clinic.

4. Release relating to no presence of medical professionals and to medical attention. Releasor acknowledges that Releasees make no commitment to provide medical professionals for the event; provided however that if medical attention is provided to Releasor, all releases provided herein to Releasee applies to such medical attention and personnel.

5. Release relating to Media. Releasor consents to all recordings, photographing and filming of Releasor at this event and related activities (the “Recordings”) and each agree that Releasees can use the Recordings at any time and for any legitimate purpose without payment to or additional consent of Releasor.

6. Emergency Contact.

Name: _____ Number: _____ Relation: _____

Name of Releasor: _____ Age: _____

Date of Birth: ____/____/____ θ Male θ Female Telephone Number: _____

Signature of Releasor: _____