

## RELEASE AND WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT

### Read Carefully. This Affects Your Legal Rights.

**1. WAIVER.** In consideration of being allowed to participate in the Skills Clinic, the undersigned and the minor identified below (“Minor”) and referred to in this Release and Waiver of Liability as “Releasor(s)” hereby RELEASE, WAIVE, DISCHARGE AND COVENANT 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 Releasors, or to any property belonging to Releasors **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.** The undersigned represents that the Minor is in good health and in proper physical condition to participate in the Skills Clinic. The undersigned and Minor acknowledge and fully understand that Minor 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 Minor’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. The undersigned and Minor understand the nature of the activities at the Skills Clinic, understand the demands of those activities relative to the physical condition of Minor and appreciate the types of injuries and illnesses and related to participation in the Skills Clinic and the undersigned and Minor knowingly assume all such risks.

**3. Indemnification.** In further consideration of being allowed to participate in the Skills Clinic, the undersigned and Minor agree 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.** Releasors consent to all recordings, photographing and filming of Minor 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 Minor.

**6. Secondary Emergency Contact.** [OTHER THAN PARENT/GUARDIAN SIGNING BELOW].

Name: \_\_\_\_\_ Number: \_\_\_\_\_ Relation: \_\_\_\_\_

**NOTICE TO THE MINOR CHILD'S  
NATURAL GUARDIAN (as required by Florida statutes)**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Name of Minor: \_\_\_\_\_ Age: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ θ Male θ Female

Signature of Minor: \_\_\_\_\_

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor.

Name of Parent/Legal Guardian: \_\_\_\_\_

Tel.: (\_\_\_\_) \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_