**ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in any ED23Hoops activity including but not limited to basketball practices, drills, games, camps, physical training, and other physical, athletic and social events (collectively hereafter " Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin: **1. ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities. **2. FULLY** **UNDERSTAND** that: (a) ALL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COSTS, PHYSICAL AND MENTAL INJURIES AND ANY OTHER DAMAGES I incur as a result of my participation or that of the minor in any Activities. **3.** **HEREBY FOREVER AND IRREVOCABLY RELEASE**, DISCHARGE, AND COVENANT NOT TO SUE the ED23Hoops LLC, ED23 Foundation and any of their parent companies, affiliates, subsidiaries and their officers, directors, agents, employees, assigns, clubs, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, insurers, and, if applicable, owners and lessors of premises on which the Activities takes place, and any other party indemnified and held harmless by ED23Hoops LLC and ED23 Foundation, (collectively hereafter "RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO PHYSICAL AND MENTAL INJURIES INCURRED BY ME THAT ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION OR NEGLIGENCE OF THE "RELEASEES" OR THAT OTHERWISE OCCUR AT ANY ACTIVITIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Release’s, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I understand that my participation and/or that of my minor child or children in any Activities is voluntary and at my own risk and that of my minor child’s risk. I understand that this means that by participating in any Activities I assume the risk of potential injury to myself, my minor child or children and to our property. I further acknowledge that my assumption of risk, release and waiver of claims as outlined above is a material condition to Releasees permitting the undersigned person(s) to participate in any Activities and absent such acknowledgements I and/or my minor child or children would not be permitted to participate in any Activities.

**Medical Care Authorization**

I, or we, grant to the Directors, Assistants and assigned chaperons of the Activities to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my children while on route to or from a hospital or other medical facility, and while on site at the location of any Activities. I understand that should a health emergency arise for my child, ED23 Hoops LLC will attempt to notify me, but if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby state that to the best of my knowledge the following information is accurate:

PERSONAL PHYSICIAN’S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_I am presently taking the following medication or pills:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am allergic to the following (medicine, bee/insect stings, other):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name Image & Likeness Authorization**

I hereby authorize ED23Hoops LLC and ED23 Foundation to reproduce, disseminate, and/or publicize my name, image and likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, audio recording, and/or video tape recording. This authorization applies to all Activities including ED23Hoops LLC and ED 23 Foundation events. I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in such Activities and events, nor will I receive any compensation of any kind for the use of my name, image or likeness regardless of the purpose of such use.

INSURANCE: ED23Hoops LLC provides excess medical insurance for any member athlete participating in sanctioned Activities. If the athlete has other medical coverage, theirs will be applied first and ED 23 Hoops, LLC’s policy will be secondary only.

BY SIGNING BELOW, THE UNDERSIGNED INDIVIDUAL(S) AFFIRM THAT THEY HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY IMPROPER COERCION, DURRESS, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE REMAINING TERMS SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF **PARTICIPANT**:

PHONE:

**PARTICIPANT'S** SIGNATURE (only if age 18 or over): DATE:

**MINOR RELEASE:** I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS ALL RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO PHYSICAL AND MENTAL INJURIES INCURRED BY ME OR THE MINOR THAT ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMIMSSION OR NEGLIGENCE OF THE "RELEASEES" OR THAT OTHERWISE OCCURS AT ANY ACTIVITIES, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF **PARENT/GUARDIAN**:

ADDRESS:

(Street) (City) (State) (Zip)

PHONE:

DATE:

**PARENT/GUARDIAN** SIGNATURE (only if participant is under the age of 18):

TEAM NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_