

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**PARTICIPANT: PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.**

IN CONSIDERATION of being permitted to participate in the basketball game(s), event(s), contest(s) (each, a "Contest") and other activities scheduled to take place at the program known as the "Jr. NBA Her Time To Play" scheduled to take place from _____ to _____ (collectively, the "Program"), the undersigned, on behalf of myself, my participant child or ward (if applicable) (the "Participant"), and Participant's personal representatives, heirs, assigns, and next of kin, hereby:

1. (a) agrees that prior to participating, Participant will inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is corrected; (b) acknowledges and fully understands that Participant will be engaging in physical activities that involve the inherent risk of serious injury, including, among other things, exposure to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**") and understand that it is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; as well as Naegleria fowleri and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones, permanent disability and death which might result not only from Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of NBA Properties, Inc. ("NBAP"), the National Basketball Association and its member teams (and each of their respective affiliates, administrators, designees, licensees, agents, coaches, officers, directors and employees) (the "NBA Parties"), National Council of Young Men's Christian Associations of the United States of America ("Y-USA") and each of their respective affiliates, administrators, designees, licensees, agents, officers, directors, employees and volunteers, Boys & Girls Clubs of America ("BGCA") and each of their respective affiliates, administrators, designees, licensees, agents, officers, directors, employees and volunteers; all Program sponsors and charities having a presence at the Program, the sponsors of the NBA Parties, Program contractors, and their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities, other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with the Program (collectively, the "Released Entities"), the rules of play of the Program, the condition of the premises or of any equipment used and other risks not known to Participant or not reasonably foreseeable at this time, and Participant understands and voluntarily assumes all risks and responsibilities of participating; and (c) certifies that Participant is physically fit for participation in the Program and has the skill level required in connection with the Program, and has not been advised otherwise. In connection with any injury sustained or illness or medical conditions experienced in connection with the Program, Participant hereby authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel. Additionally, Participant authorizes medical treatment, at Participant's cost, if the need arises; however, Participant acknowledges that the Released Entities will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

2. **AGREES TO AND DOES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE RELEASED ENTITIES FROM ALL LIABILITY AND CLAIMS FOR DAMAGES FOR DEATH, DISABILITY, ILLNESS, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, PERSONAL INJURY OR LOSS OR PROPERTY DAMAGE WHICH PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS, AND NEXT OF KIN MAY HAVE OR WHICH MAY HEREAFTER ACCRUE TO PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS, AND NEXT OF KIN, AS A RESULT OF PARTICIPANT'S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE PROGRAM, AND WHICH MAY BE ASSERTED AGAINST ANY OF THE RELEASED ENTITIES;**

3. **AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASED ENTITIES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO PARTICIPANT'S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASED ENTITY OR OTHERWISE;**

4. agrees that Participant's acts, poses, words and performances at the Program will be in good taste and will not reflect negatively on the image, reputation or business of the Released Entities, and grants full permission to each of the Released Entities (and each of their designees, agents and licensees), with no obligation to compensate Participant, to utilize Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction (or any derivative works thereof) made of, prior to, at, or after the Program in any medium, whether now known or hereafter created, or context, without further authorization or compensation, and represents that Participant has the right to grant such permission, and agrees that personal information may be shared with third parties solely in connection with implementing the Program (e.g., administrative and age-verification purposes);

5. understands and agrees that (a) Participant's refusal to accept any prize from any Contest or other activity shall constitute a forfeiture of that prize and shall release the Released Entities from any and all obligations in connection with such prize; (b) Participant is responsible for and shall pay all state, federal, provincial or other taxes on any and all cash and/or prizes Participant wins; (c) Participant will indemnify and hold the Released Entities harmless against any liability for any such taxes and agrees that any of the Released Entities may deduct or require payment of any such tax before delivery of a prize; and (d) any travel undertaken by Participant in connection with Participant's acceptance or use of any prize shall be taken at Participant's sole risk; and

6. expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of Florida, and any legal action relating to or arising out of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by NBAP or any of its employees or agents or any of the other Released Entities. **If not signed by a parent or legal guardian below, Participant represents that Participant is eighteen (18) years of age or older, and Participant acknowledges that NBAP and each of the other Released Entities is relying on the grant of rights contained herein. If signed by a parent or legal guardian, the parent or legal guardian has explained the risk of participating in the activity and safety rules to the Participant and Participant understands the inherent risks and agrees to follow all rules of participating.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)

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 EACH OF THE RELEASED ENTITIES (NBA PROPERTIES, INC., THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS (AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, COACHES, OFFICERS, DIRECTORS AND EMPLOYEES) (THE "NBA PARTIES"); Y-USA AND EACH OF ITS RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS; BOYS & GIRLS CLUBS OF AMERICA AND EACH OF ITS RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS; THE SPONSORS OF THE NBA PARTIES, PROGRAM CONTRACTORS, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED OR RELATED COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES, OTHER PARTICIPANTS, OPERATORS, VENDORS, AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH THE PROGRAM) 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 THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED ENTITIES 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 THE RELEASED ENTITIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE NOTICE IN THE PRECEDING PARAGRAPH IS ALSO GIVEN AND APPLICABLE IF YOU ARE THE LEGAL GUARDIAN OF A MINOR WARD, IN WHICH CASE BY SIGNING THIS FORM YOU ARE AGREEING TO LET YOUR MINOR WARD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES AND GIVING UP YOUR MINOR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED ENTITIES, ALL AS MORE FULLY EXPLAINED IN THE PRECEDING PARAGRAPH; IT BEING UNDERSTOOD AND AGREED THAT, AS USED IN THE PRECEDING PARAGRAPH, THE TERM "CHILD" INCLUDES YOUR MINOR WARD FOR ALL PURPOSES THEREOF.

This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT may be executed and delivered by electronic means.

AGREED TO AND ACCEPTED:

Name of Parent	Name of Participant (please print):	Signature of Participant (or guardian if Participant is under 18):	Email Address:	Age of Participant

Name of Program City and Date (for NBAP use only): _____