

STMA BOYS BASKETBALL ASSOCIATION

WAIVER OF LIABILITY, INDEMNIFICATION, HOLD HARMLESS AND RELEASE AGREEMENT

The undersigned acknowledges and agrees that this Waiver of Liability, Indemnification, Hold Harmless and Release Agreement ("Agreement") is being executed in connection with, and in consideration of, the registration and participation by the below named Participant in any event, league, tournament or activity hosted, conducted, sponsored or organized by STMA Boys Basketball Association, a Minnesota non-profit corporation ("Company"). The undersigned further acknowledges and recognizes that the activities hosted, conducted, sponsored or organized by Company present a potential for personal injury.

The undersigned personally, or as the parent(s) and/or legal guardian(s) of the minor child/children identified below as Participant, waives any claim of the undersigned and/or of the minor child or children Participant identified below against, and releases, discharges and covenants not to sue Company, its directors, officers, employees, independent contractors, trainers, coaches, agents, and insurers (collectively, the "Released Parties"), from any and all liability, including but not limited to, liability for acts or omissions by the Released Parties, from damages, loss or injuries, either to person or property, which the undersigned, or the minor child or children identified below as Participant, may sustain while engaged in any activity conducted at, by or in connection with the Company and the Company's activities. Further, the undersigned personally, or as the parent(s) and/or legal guardian(s) of the minor child or children identified below as Participant, indemnifies and holds the Released Parties harmless from any and all liability from damages, loss or injuries, either to person or property, which the undersigned, or the minor child or children identified below as Participant, may sustain while engaged in any activity conducted by or in connection with the Company and the Company's activities. The undersigned further agrees to reimburse the Company for any loss, damages or costs that the Released Parties may have to pay if any litigation or claim arises on account of any claim made by the undersigned either for the undersigned, or on behalf of the minor child or children identified below as Participant.

The undersigned personally, and/or as the parent(s) and/or legal guardian(s) of the minor child/children identified below as Participant, hereby grants the Released Parties and their respective agents, legal representatives, assigns, employees, governors, directors, members, shareholders, officers and those acting on their behalf, the absolute authority, right and permission to copyright and trademark, in their own name or otherwise, and to use, reuse, publish and republish photographs, images and video (collectively, the "Images") of the undersigned and/or the minor child/children identified below as Participant in which they are included, in whole or in part (visually or audibly). The undersigned further acknowledges that said Images may be composite or distorted in character, form or without restriction as to alteration, in conjunction with the individual's real or fictitious name, made through any and all media (including, but not limited to printed material, film, videotape, magnetic tape, recording and streaming video) now or hereafter known, for illustration, promotion, documentary, commercial, art or any other purpose whatsoever. The undersigned, personally, or as the parent(s) and/or legal guardian(s) of the minor child or children Participant, as identified below, hereby waive any right that the undersigned's child/children or the undersigned personally may have to inspect or approve the finished product or products containing the Images and any copies or other matter that may be used in conjunction therewith, or the use to which it may be applied. On behalf of the undersigned and/or on behalf of Participant as identified below, the undersigned further hereby releases, discharges and holds harmless the Released Parties and their respective agents, legal representatives, assigns, and all persons acting under their permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of the Images or in any subsequent processing thereof, including without limitation any claims for libel or invasion of privacy. The undersigned further understands and agrees that neither the undersigned or the minor child/children identified below as Participant, the undersigned's spouse, nor their respective heirs shall be entitled to any compensation for any production, use, sale, registration or publication of the Images, regardless of the media in which the Images appear.

The undersigned, if executing this Agreement on behalf of a minor child or children identified below as Participant, certifies and represents that I am a parent of, have custody of, or am the legal guardian(s) of the minor child or children identified below. I further represent and certify that said minor child/children are physically able to participate in the activities required or contemplated by Company in conducting Company's activities. By signing below, I acknowledge and agree that the (i) Released Parties do not have medical staff or resources available during Company's activities to store or administer medication(s) to my child/children or myself; and (ii) my child/children or I are either capable of taking said medication(s) or an authorized adult or other designee will be available to administer such medication(s).

PARTICIPANT'S NAME(S)

PARTICIPANT'S DATE OF BIRTH HOME/CELL NUMBER(S)

STREET ADDRESS CITY STATE ZIP CODE

SIGNATURE OR PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT DATE