

# Waiver

## Participation Waiver and Release

### Hoops City U/Hoops City Basketball Club, a Division of 365 Sports Group, Inc.

As the parent or legal guardian of the minor named in this document, over whom I have legal custody (the "Athlete"), and in order for the Athlete to participate in any Hoops City U/365 Sports/Hoops City Basketball Club Tournament event included, but not limited to, any practice, tournament, class, or camp at any facility owned, leased, rented, or used as part of any Hoops City U/365 Sports/Hoops City Basketball Club event or program (the "Program"), I attest and agree to the following:

- The Athlete is mentally and physically capable of participating fully in the Program. I understand that any evaluation or assessment of the Athlete's physical fitness or any recommendation of activities made by anyone at 365 Sports/Hoops City U/Hoops City Basketball Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from the Athlete's physician before participating in any of the Program activities. The Athlete's participation is strictly voluntary and I give my full permission for the Athlete to participate in the Program. I understand that participation in any athletic program can be dangerous and that the risks of participation include, but are not limited to falls, collisions, cuts, bruises, fractures, concussions, other injuries, and potentially life-threatening emergencies. Participation in the Program can also subject the Athlete or the Athlete's family to communicable diseases including, but not limited to, viruses such as COVID-19, or bacterial infections. I understand and, for the Athlete and myself, accept the risk of the Athlete or his/her family members or others contracting a communicable disease as a result of the Athlete's participation in the Program. I, and the Athlete, acknowledge and fully assume the risk of injury, illness, disability, and death related to or arising from the Program and its activities.
- **I hereby, for myself, the Athlete, and our heirs, administrators, executors, personal representatives and assigns, forever waive, release and discharge any and all rights and claims for damages, injuries, and losses that I or the Athlete have or may have against: (I) 365 Sports, Hoops City U and Hoops City Basketball Club and its directors; (ii) owners, managers, officers, employees, members, representatives and agents of Hoops City U, 365 Sports and Hoops City Basketball Club; and (iii) all coaches, participants, organizers, supervisors, planners, and volunteers for any injuries sustained or illnesses contracted by me or the Athlete arising in any way out of association with or participation in the Program and any Program activities. I understand that, without this waiver, the Athlete will not be allowed to participate in the Program. For myself and the Athlete, I also agree to hold harmless, defend, and indemnify Hoops City U/365 Sports/Hoops City Basketball Club from any claims, demands, or causes of action related in any way to the Athlete's participation in the Program.**
- In the event of an emergency where I cannot be contacted, I authorize Hoops City U/ 365 Sports/Hoops City Basketball Club staff to secure appropriate medical care for the Athlete. I understand and agree that medical or other services rendered to the Athlete by or at the insistence of any of the above parties are not an admission of liability or responsibility to provide or continue to provide any such services and is not a waiver of any kind. I also acknowledge that, should the Athlete require transport to a medical facility, I will be responsible for payment for such transportation and any treatment required or provided; Hoops City U/365 Sports/Hoops City Basketball Club will not be responsible for the cost of any medical treatment, including emergency transportation. 365 Sports, Hoops City U and Hoops City Basketball Club strongly recommend that a physician examine the Athlete before he or she participates in the Program. If the Athlete has a history of heart disease, he/she will need written permission from a qualified physician prior to participating in the Program.
- The Athlete is under the age of 18; I am 18 years of age or older. I have full legal capacity to execute this document for myself and on behalf of the Athlete. I also warrant and represent that I can read and understand the English language. I acknowledge that the Athlete is not obligated or required to participate in the Program,

that he/she can withdraw from the Program at any time, and that his/her participation is voluntary and solely for purposes of his/her enjoyment.

- I understand and agree that this is the only agreement between me, the Athlete, and Hoops City U/365 Sports/Hoops City Basketball Club. If there is any dispute about this agreement or the Athlete's participation in the Program, it must be decided in the State courts in Wake County, North Carolina.

**Property.** I understand and agree that Hoops City U/365 Sports/Hoops City Basketball Club is not responsible for any items of personal property lost or stolen at or related to the Program, including any location at which the Program may be held.

**Inclement Weather.** I understand that some events or parts of the Program may not be available due to inclement weather.

**Photograph Permission.** I permit the Hoops City U/365 Sports/Hoops City Basketball Club to use pictures, video, or audio of my child as a program participant in promotional literature, promotional videos & the Hoops City U/365 Sports/Hoops City Basketball Club website, which are published by Hoops City U/365 Sports/Hoops City Basketball Club or third-parties acting for them. I hereby waive and release any and all claims which I, the Athlete, or anyone acting on our behalf may have against Hoops City U/365 Sports/Hoops City Basketball Club under State or Federal law for the appropriation or use of the Athlete's photo, name, voice, or likeness. I understand that the Athlete's photo or likeness may appear in news media.

**Behavior.** All participants will use appropriate language at all times, cooperate with staff, follow directions, maintain a positive attitude, respect others, and refrain from damaging equipment & facility. If the Athlete does not comply, a conference will be held with the Athlete and his/her parent(s) will be notified. The Hoops City U/365 Sports Code of Conduct is posted in the facility.

I have read and understand the waiver and sign it voluntarily.

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Parent or Legal Guardian

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Name of Participant Athlete