

VAUNT

ATHLETIC WAIVER AND RELEASE OF LIABILITY AND APPEARANCE RELEASE

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in Vaunt LLC's ("Vaunt") basketball mini-camp and/or athletic sports program ("Program"), related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Vaunt their officers, officials, owners, representatives, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby agree that Vaunt may film, videotape, photograph, and otherwise record my name, image, likeness, and/or voice in connection with the Program (including but not limited to my participation in any practices, warm-ups, interviews, and gatherings related to the Program). I hereby grant to Vaunt, its owners, affiliates, and assigns the irrevocable right, but not the obligation, to reproduce, use, edit, juxtapose with other materials, exhibit, broadcast, distribute, license, and otherwise exploit (and authorize others to do so) all or any part of the recording and/or photographs (including my name, image, likeness, and/or voice contained therein), in any and all manner and media (whether now known or hereafter devised) throughout the universe in perpetuity.
6. I acknowledge that I will not receive any payment for such use and that I am not relying on any promises or statements made by anyone about the Program and that all rights

(including copyright) of every kind in and to all recordings and/or photographs of my name, image, likeness, and/or voice shall be vested solely and exclusively in Vaunt and its successors, assigns, and licensees.

7. In consideration of my participation in the filming of the Program, I expressly agree that I waive all rights to bring any action in law or equity, and will have no claim or right against Vaunt or any other party, arising out of or in connection with any use of such recordings and/or photographs. I confirm that, to my knowledge, any statement made by me in the recordings and/or photographs will be true and will not violate or infringe upon any third party's rights, including but not limited to intellectual property rights and the right to privacy.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name: _____

Participant Signature: _____

DATE SIGNED: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature _____

DATE SIGNED: _____

Emergency Phone Number: (_____) _____