

I FAMILY HOOPS, INC.

BASKETBALL/SPORTS PROGRAM ACCIDENT WAIVER AND RELEASE AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A  
LEGALLY BINDING DOCUMENT WHICH RELEASES I FAMILY HOOPS, INC  
OF LIABILITY AND WAIVES CERTAIN LEGAL RIGHTS.**

In consideration for 1 Family Hoops, Inc., allowing me or any ward or minor child listed below to participate in any Basketball/Sports Program hosted by or in connection with 1 Family Hoops, Inc., including but not limited to playing basketball, any potential physical activity performed before, during, or after any basketball game play or any type of physical activity in connection with any type of tournament or other related physical activity, traveling to and from tournaments or other sports facilities, or any other activity or travel in connection with 1 Family Hoops, Inc., programs, I do hereby agree to the following waiver and release for my own account and for the account of any ward or minor child listed below:

Name of Player: \_\_\_\_\_

I acknowledge that participating in any Basketball/Sports Program is a potentially hazardous activity which presents risks not capable of elimination. Including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I, or any ward or minor child listed above, am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation or the participation of any ward or minor child listed above, in this Basketball/Sports Program. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of 1 Family Hoops, Inc., in which I or any ward or minor child listed above may participate and that it will govern my actions or the actions and responsibilities of any ward or minor child listed above in this program.

In consideration of my participation or the participation of any ward or minor child listed above in this Basketball/Sports Program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from any program or game or tournament.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE any agent, coach, participant, volunteer, organizer, or coach of 1 Family Hoops, Inc., from any and all liabilities or claims made as a result of participation in any and all programs related to or made in connection with any 1 Family Hoops, Inc., Program, whether caused by negligence or otherwise. I acknowledge that any and all tournaments or game play may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration.

I consent and agree that 1 Family Hoops, Inc., and/or their coaches, agents, representatives or volunteers may take photographs or digital recordings of me as I participant during this event and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I AM VOLUNTARILY USING OR PERMITTING ANY WARD OR MINOR CHILD TO USE THE BASKETBALL/SPORTS PROGRAM AND OTHER SERVICES OF 1 FAMILY HOOPS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED, WHETHER OR NOT LISTED SPECIFICALLY ABOVE, AND DO HEREBY ASSUME FOR MYSELF AND MY CHILD OR WARD ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH ARISING OUT OR IN CONNECTION WITH ANY PROGRAMS UNDER THE CONTROL OR IN CONNECTION WITH 1 FAMILY HOOPS, INC. I UNDERSTAND THAT IF I WISH TO HAVE INSURANCE COVERAGE FOR ANY SUCH LIABILITY, IT IS MY RESPONSIBILITY AND NOT THAT OF 1 FAMILY HOOPS, INC., TO OBTAIN SUCH COVERAGE, AT MY EXPENSE.

Accordingly, I do hereby, for myself, my child or ward, and our heirs, devisees, personal representatives, subrogates, successors and assigns, knowingly and intentionally waive and release, indemnify and hold harmless 1 Family Hoops, Inc., and its agents, employees, shareholders, officers, directors, and volunteers from and against any and all claims, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees), which arise out of or are in any way related to my participation or the participation by any ward or minor child listed above in this activity, ***whether arising from the negligence of 1 Family Hoops, Inc., or any other indemnified party or otherwise***, whether foreseen or foreseeable, or unforeseen or unforeseeable, including but not limited to any claim for death, paralysis, injury to persons or damage to property.

Further, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. 1 Family Hoops, Inc., however, cannot guarantee that I or any ward or minor child will not become infected with COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or any ward or minor child may be exposed to or infected by COVID-19 by participating in any of the Basketball/Sports Programs. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or any ward or minor child (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or any ward or minor child may experience or incur in connection with attendance and participation in any 1 Family Hoops, Inc., programming.

I CERTIFY THAT I HAVE READ THIS WAIVER CAREFULLY, THAT I UNDERSTAND ITS TERMS AND ITS EFFECT CLEARLY, AND THAT I HAVE SIGNED THIS WAIVER VOLUNTARILY AND WITHOUT COERCION.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_