

## Media Youth Center - March 2020 Basketball Tournament

### **ADULT WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (the 'Agreement')**

I agree that I am voluntarily participating in basketball related activities including without limitation, clinics, seminars, evaluations, tryouts, practices games (including without limitation, evaluations, tryouts, practices and games for in-house/recreational leagues, travel teams, select teams and tournament teams) and informal basketball activities, including serving as a volunteer coach, referee or scorekeeper, with respect to any of the above (collectively, the 'Activity'), offered or presented, in whole or with other organizations, by the Media Youth Center ('MYC'). I acknowledge and agree that I am participating or intend to participate, in the Activity entirely at my risk.

**Risk of Injury.** I acknowledge and understand that I may be injured by participating in the Activity. Such injuries may include, without limitation, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my negligence or that of others. I understand that any of the aforementioned injuries can occur anywhere in the facility where the Activity takes place such as bathrooms, locker rooms, stairwells and offices of such facilities. Nonetheless, I assume all related risks, both known or unknown to me.

**RELEASE.** IN CONSIDERATION OF MYC'S OFFERING OR PRESENTING THE ACTIVITY AND AS CONSIDERATION FOR MY PARTICIPATION IN THE ACTIVITY, I AND MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR PERSONAL REPRESENTATIVES, KNOWINGLY AND VOLUNTARILY, FULLY AND FINALLY, WAIVE AND RELEASE MYC AND ITS EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A 'RELEASEE,' COLLECTIVELY, THE 'RELEASEES') OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, JUDGMENTS, FINES, EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING WITHOUT LIMITATION, ANY INJURY INCURRED BY ME IN CONNECTION WITH THE ACTIVITY.

TO THE EXTENT THAT APPLICABLE LAW DOES NOT PROHIBIT RELEASES FOR NEGLIGENCE, THIS RELEASE EXPRESSLY INCLUDES A RELEASE AND WAIVER OF ANY NEGLIGENCE ON THE PART OF MYC AND THE OTHER RELEASEES.

**INDEMNITY OBLIGATION.** I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MYC AND ITS EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH AN 'INDEMNITEE,' COLLECTIVELY, THE 'INDEMNITEES') AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, LIABILITIES, DAMAGES, EXPENSES AND FEES (INCLUDING REASONABLE ATTORNEYS' FEES) WITH RESPECT TO ANY CLAIM OR DEMAND MADE, BROUGHT OR FILED BY (I) ME OR MY SPOUSE, OR ANY OF OUR RESPECTIVE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR PERSONAL REPRESENTATIVES, OR (II) ANY THIRD PARTY, AGAINST ANY OF THE INDEMNITEES ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF ME, OR ANY MEMBER OF MY FAMILY OR ANY GUEST OR INVITEE OF MINE. ANY INSURANCE COVERAGE OR PROCEEDS THAT MAY BE AVAILABLE TO ME TO ASSIST IN SATISFYING MY DEFENSE AND INDEMNITY OBLIGATIONS HEREUNDER SHALL BE PRIMARY TO ANY INSURANCE COVERAGE OR PROCEEDS THAT MAY BE AVAILABLE TO MYC OR ANY INDEMNITEE (COLLECTIVELY, 'MYC INSURANCE') AND ANY MYC INSURANCE SHALL BE SECONDARY AND NON-CONTRIBUTORY TO ANY INSURANCE COVERAGE OR PROCEEDS AVAILABLE TO ME.

**NO MEDICAL CARE.** I acknowledge that MYC and the Releasees are not responsible for any diagnosis, assessment, treatment, or addressing of any injury or illness that occurs before, during or after any Activity or Activity session. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**NON-MYC FACILITIES.** I also understand and acknowledge that the Activity may be held, in whole or in part, in a facility not owned by MYC. In such case, I agree that MYC is not responsible for the condition of such facility or any injuries or death that may result from the condition of any such facility.

MYC NOT RESPONSIBLE FOR ACTS OF THIRD PARTIES. I acknowledge that MYC and the Releasees are not responsible for errors, omissions, acts or failures to act of any third-party entity (i) conducting an Activity on behalf of, or in partnership with, MYC or (ii) who owns or leases a facility where any Activity, or portion thereof, is taking place such as a gymnasium owned by a local school.

QUESTIONS ABOUT THE ACTIVITY. If I have any questions about the Activity, I have asked MYC all such questions and if I asked any such questions, I have received satisfactory answers.

LIMITATIONS AND DISABILITIES. Prior to registering for the Activity, I have confirmed with my doctors or other professionals that I have no physical, mental or emotional limitation or disability that would render my participation in the Activity unreasonably dangerous or unsafe to me or others. If I have any physical, mental or emotional limitations, needs or disabilities that may limit or effect my participation in the Activity or effect the safety of others participating in the Activity, I will elect not to participate in the Activity or I will inform MYC in writing of all relevant facts, details and proposed reasonable accommodations of such limitation, need or disability prior to my participation in the Activity. If I become aware of any such limitation, need or disability after I have commenced participating in the Activity, I will immediately cease participating in the Activity or inform MYC in writing of all relevant facts, details and proposed reasonable accommodations of such limitation, need or disability.

DAMAGE TO EQUIPMENT OR FACILITIES. In the event that any (i) damage, loss or theft of or to any equipment used or involved in an Activity, whether owned, leased or used by MYC or a third party, or (ii) damage to any of the facilities where an Activity, or any portion thereof, occurs, as a result of my negligence, willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions and shall pay for, or reimburse MYC or the applicable third party for, at MYC's or such third party's option, the repair and replacement of any such equipment or repair of any such damage, as applicable.

ACKNOWLEDGMENT. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS 'WAIVER AND RELEASE AND INDEMNIFICATION AGREEMENT' AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE WOULD HAVE TO BRING A LEGAL ACTION AGAINST MYC OR ANY OF THE RELEASEES FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE.

GENERAL TERMS. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I and MYC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Adult Participant's Name: \_\_\_\_\_

Adult Participant's Address: \_\_\_\_\_

Adult Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_