

CONSENT, WAIVER AND RELEASE

I, _____, (“the Participant”) wish to participate in the sports activity of basketball (“the Activity”) offered by LA SKY SPORTS (“the Club”). As a precondition to participate in the Activity, and as the Participant is under the age of 18, the Participant’s parent or legal guardian (“the Undersigned”) has read the following Consent, Waiver and Release (“the Agreement”) on behalf of the Participant, informed the Participant of its contents, and agrees to its terms.

1. **Assumption of Risk.** The Undersigned understands that participating in the Activity entails inherent risks of physical injury. The Undersigned has been given the chance to ask questions concerning the risks involved and all such questions have been answered to my satisfaction. Having read this Agreement, the Undersigned is fully aware of the risks and hazards associated with the Activity, and hereby voluntarily elects to permit the Participant to participate in the Activity. The Undersigned voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Participant as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Club.

2. **Liability Release.** In consideration for the Club allowing the Participant to participate in the Activity, the Undersigned agrees to not file a lawsuit or claim against the Club, and hereby releases the Club from any and all liabilities, claims, demands, actions, causes of action, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by the Participant or to any property belonging to the Participant, arising from the Activity or while upon the premises where the Activity is being conducted, with the exception of those claims arising from the gross negligence or willful misconduct of the Club.

3. **Indemnification.** The Undersigned agrees to indemnify and hold harmless the Club from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Club may incur arising from the Participant’s involvement in the Activity, with the exception of those claims arising from the gross negligence or willful misconduct of the Club.

4. **Warranty of Physical Fitness.** The Undersigned warrants that the Participant is physically fit and in a condition that will allow the Participant to participate fully in the Activity. The Undersigned maintains medical insurance that covers the Participant for accidents and illnesses while the Participant is participating in the Activity. The Undersigned understands the Club has not made, nor will make, any investigation into the Participant’s physical fitness or ability to participate in the Activity, and the Club is relying on the warranty of the Undersigned of the Participant’s physical condition. The Undersigned assumes full responsibility for payment of medical expenses not covered by the insurance maintained by the Undersigned that may be incurred as a result of the Participant participating in the Activity.

5. **Medical Authorization.** In the event the Club is unable to contact the Undersigned or to secure my consent in case of a medical emergency involving the Participant, the Undersigned hereby gives the Club and its representatives permission to secure proper medical care and assistance for the Participant, including but not limited to, hospitalization, treatment, medication or x-rays. The Undersigned further authorizes any treating physician to use his/her discretion in

providing emergency treatment to the Participant. The Undersigned agrees to pay the costs of all such medical care.

6. **Acknowledgement and Agreement.** The Undersigned acknowledges and agrees that: (a) the Club has given the Undersigned sufficient time to carefully read this Agreement; and (b) the Undersigned fully understands the risks and claims being waived for the Participant to voluntarily participate in the Activity.

7. **Photographs.** The Undersigned agrees to consent in advance to the public use of any photographs, video tapes or related media coverage taken of the Participant while participating in the Activity, including the use of Participant's name, voice, likeness and/or photograph for use on the Club's website or other social media sites, and any over-the-air and/or closed circuit broadcast transmission facility. The Undersigned agrees to receive no compensation therefor. The Club shall retain all property rights, including copyright protection, to any images, voice, likeness and/or photographs of the Participant that the Club produces or prepares pursuant to this Agreement. The Undersigned waives any cause of action for personal injury and/or property damage against the Club that may occur by virtue of the taking and use of Participant's name, voice, likeness and/or photograph.

8. **Governing Law.** This Agreement is governed by the laws of the State of California.

9. **Severability.** In the event any provision of this Agreement is determined to be void, invalid, or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue in full force and effect.

10. **No Other Agreements.** The Undersigned agrees that no oral representations, statements, inducements, or agreements apart from this Agreement have been made.

Participant's Name (print): _____ Age: _____

Parent or Legal Guardian's Name (print): _____

_____ Date: _____

Signature of Parent or Legal Guardian

Emergency Contact:

Name: _____

Relationship to Participant: _____

Phone: _____