

PLEASE READ THIS CAREFULLY.

By signing this legal document, you are giving up any legal rights you may have to sue Intermediate School 7, the NYC Dept. of Education, SIBBALL, Jeremy Panzella and/or Richmond Amateur Sports Association, in court for money damages.

RELEASE AND WAIVER

Name of Event: SIBBALL Travel Basketball ("the Program")

Dates of Event: April 15th, 2025 through December 1st, 2025

Location of Event: Intermediate School 7, 1270 Huguenot Ave., Staten Island, New York, and various tournament locations throughout New York, New Jersey and other locations.

I, the undersigned, desire for my below named child to participate in or attend one or more athletic activities or events as a member of the SIBBALL Travel basketball team (referred to herein as "the Program") which is either partially or wholly sponsored, produced, directed, organized, conducted, coached or paid for by Staten Island Borough Basketball Association and Legends League LLC (doing business as "SIBBALL"), Richmond Amateur Sports Association (doing business as "RASA"), and/or Jeremy Panzella (hereinafter collectively referred to, along with Elias Bernstein Intermediate School 7 and the NYC Dept. of Education, as "The Program Sponsors"), including, but not limited to, weekly practice(s) that will take place at Elias Bernstein Intermediate School 7, which is operated by the the NYC Dept. of Education. In exchange for the ability to participate in the Program, including, but not limited to attending weekly practices and travel tournaments in various locations as indicated above, I hereby irrevocably and unconditionally agree for myself and my child, and our heirs, estates, insurers, successors and assigns, as follows:

I. ASSUMPTION OF RISK. Before participating or attending any practices or tournaments which take place as part of the Program, I will inspect the facilities and equipment to be used in conjunction with same, and if I believe anything is unsafe, I will immediately advise an official of the Program of the conditions and refuse to participate or attend the event, or allow my child to participate or attend the event, until the conditions are corrected to my satisfaction. I agree that it is not the responsibility of the Program, or the Program Sponsors, to ensure that I have made such an inspection, or request that I do so. I recognize and agree that neither the Program nor the Program Sponsors have made any representation to me as to the suitability, condition, or safety of the facilities, equipment, or vehicles involved in the Program, its practices or tournaments. I understand that participation in or attendance at Program events involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from the actions, inactions, or negligence of myself or my child, but also from the actions, inactions, or negligence of others, including other players, athletes, their parents, referees and officials, tournament directors and tournament staff, and others, or from the rules of play, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks on behalf of myself and my child.

2. RELEASE FROM LIABILITY. I hereby fully and forever release, and discharge the Program and the Program Sponsors, including their subsidiaries, directors, officers, employees, agent, insurers, sponsors, advertisers, owners or operators of the Program, facilities, equipment, and vehicles, and all others involved in the Program (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my child, my property, or any other person, directly or indirectly arising out of or in connection with my attendance at, or my child's participation in or attendance at the Program and its events, including transportation related to the Program, even if it is due to the negligence or other fault of the Released Parties.

3. COVENANT NOT TO SUE. I hereby covenant and agree that I will not, individually or on behalf or my child, initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, my child, or others in connection with participation in or attendance at the Program, and I waive any right that I, or my child, may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I, or my child, may experience related to the Program, even if it is due to the negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation.

4. INDEMNITY. I hereby agree to, and will, hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my, or my child's, attendance at or participation in the Program, including transportation related to the Program and its events. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages that I, or my child, may suffer.

5. NO INSURANCE; MEDICAL EXPENSES. I understand that the Program Sponsors, and others involved in the Program may not provide me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the Program. If I want insurance of any kind, for myself or my child, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Program.

6. AUTHORIZATION TO USE IMAGE. The Program Sponsors and others may be photographing or filming events of the Program for advertising, promotional, or other commercial purposes. I hereby consent and agree that photographs, film, and video may be taken of me and/or my child during participation in the Program. I irrevocably grant SIBBALL and its owners, members, agents, employees, representatives, subsidiaries the right in perpetuity and throughout the world, without any obligation to compensate me or my child for same, to use any photograph, video or film portrayal, image, likeness and voice of myself and/or my child, in any media, including, but not limited to, television, product catalogs and brochures, point-of-purchase videos and displays, and any other printed or written material in connection therewith, for the purpose of advertising, promoting, marketing, and selling SIBBALL services or products.

7. VALIDITY. If any portion of this Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release and Waiver supersedes any oral or written statements made by or to me in connection with the Event. I understand that I cannot terminate, cancel, or revoke this Release and Waiver for any reason.

I HAVE READ THIS RELEASE AND WAIVER CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS IN THEIR ENTIRETY.

Player Name: _____

Player Age: _____

Signature (Player, or Parent/Guardian if player under 18 yrs old): _____

Printed Name of person signing this form: _____

Date: _____ Address: _____

Player or Parent/ Guardian phone number: _____