

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, and/or Jeremy Panzella in court for money damages.

RELEASE AND WAIVER

Name of Event: SIBBALL High School League

Dates of Event: **June 24th, 2024 through August 31, 2024**

Location of Event: **Intermediate School 7, 455 Huguenot Ave., Staten Island, New York**

I, the undersigned, desire to, or for my below named child to, participate in or attend one or more activities or events, referred to as the SIBBALL High School League (Hereinafter, the "League") either partially or wholly sponsored, produced, directed, organized, conducted, coached or paid for by Intermediate School 7, the NYC Dept. of Education, SIBBALL, Jeremy Panzella (hereinafter collectively referred to as "The League Sponsors"). In exchange for the ability to participate in or attend the Event, I hereby irrevocably and unconditionally agree for myself and my child, heirs, estate, insurers, successors and assigns, as follows:

1. ASSUMPTION OF RISK. Before participating or attending the League, I will inspect the facilities and equipment to be used for the League, and if I believe anything is unsafe, I will immediately advise an official of the League of the conditions and refuse to participate or attend until the conditions are corrected to my satisfaction. I recognize and agree that The League Sponsors have made no representation to me as to the suitability, condition, or safety of the facilities, equipment, or vehicles involved in the League. I understand that participation in or attendance at the League 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 my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, 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.

2. RELEASE FROM LIABILITY. I fully and forever release, and discharge the League Sponsors, including their subsidiaries, directors, officers, employees, agent, insurers, sponsors, advertisers, owners or operators of the League, facilities, equipment, and vehicles, and all others involved in the League (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 property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the League, including transportation related to the League, even if it is due to the negligence or other fault of the Released Parties.

3. COVENANT NOT TO SUE. I will not, individually or on behalf of 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 my participation in or attendance at the League, and I waive any right 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 League, 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 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 League, including transportation related to the Event, This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages I may suffer.

5. NO INSURANCE; MEDICAL EXPENSES. I understand that the League Sponsors, and others involved in the League 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 League. If I want insurance of any kind, 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 League.

6. AUTHORIZATION TO USE IMAGE. SIBBALL and others may be photographing or filming the League for advertising, promotional, or other commercial purposes. I hereby consent and agree that photographs, film, and video may be taken of me in the event. I irrevocably grant SIBBALL and its subsidiaries the right in perpetuity and throughout the world, without any expectation of compensation, to use my photograph, video or film portrayal, image, likeness and voice 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.

Player Name: _____

Player Age: _____

Parent or Guardian Signature: _____

Printed Name: _____

Date: _____ Address: _____

Parent or Guardian Contact phone number: _____