



Waiver of Liability and Hold Harmless Agreement

There are certain inherent risks associated with participating in sports and/or athletics that cannot be eliminated. These risks include but are not limited to minor injuries such as minor cuts/scratches, bruises, and muscle strains to major injuries which may include, but are not limited to, injuries to the eyes, joint injuries, back injuries, concussion, heat illness, dehydration, cardiac issues, and even death. These injuries can occur using training equipment, participation on fields/courts and surrounding areas, or the acts of others; all such potential injuries will hereinafter be referred to as "RISKS". All these RISKS will be present while engaging in practice/training/competing on property and the facilities of schools or other types of facilities, and other designated sites. Having READ THIS PARAGRAPH and UNDERSTANDING POTENTIAL RISKS, you hereby affirm that you and your minor's participation in such activities are voluntary and that you agree on behalf of yourself and your minor to all the following:

Please read carefully before signing.

In consideration of being allowed to participate in Kali Prime's Basketball Club and Basketball Tryouts (the "Tryout"), I, the undersigned, do hereby agree as follows:

- 1. Assumption of Risk and Release of Liability:** I understand and acknowledge that participation in the Tryout involves inherent risks of injury, including, but not limited to, physical injury, illness, and death. I, on behalf of myself, my heirs, personal representatives, and assigns, hereby waive, release, and forever discharge Kali Prime, its officers, directors, employees, volunteers, agents, and successors in interest (collectively, the "Released Parties") from any liability, claims, demands, losses, or damages arising out of or in any way connected with my participation in the Tryout, even if such liability, claims, demands, losses, or damages are caused by the negligence or fault of the Released Parties.
- 2. I ACKNOWLEDGE,** agree, and represent that I understand the nature of Basketball, and Strength & Conditioning Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND that: (a) Basketball and Strength & Conditioning ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or



Waiver of Liability and Hold Harmless Agreement

not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

- 3. Indemnity/Hold Harmless:** I, on behalf of myself and/or my minor, heirs, or representatives, agree to indemnify and hold harmless Kali Prime, Schools, Facilities or other Designated Parties and to indemnify and hold harmless the affiliates, coaches, parents, subsidiaries, employees, contractors, shareholders, and persons associated with Kali Prime from any claims, causes, actions, lawsuits, judgments, costs, fees, damages, or liabilities, including any fees that may arise due to defending or prosecuting such claims brought against Kali Prime, Schools, Facilities or other Designated Parties as the result of participation in the aforementioned activities.
- 4. Release/Waiver:** In consideration for being permitted to participate in these ACTIVITIES on the property of schools and other designated sites as well as USING ANY OF THE EQUIPMENT/FACILITIES/FIELDS/COURTS belonging to schools or other designated sites, I, on behalf of myself and my minor and our heirs and any representatives, HEREBY, RELEASE, WAIVE, AND DISCHARGE Kali Prime, Schools, Facilities or other Designated Parties from any liability associated or related to my or my minor's participation in such activities and agree NOT TO SUE Kali Prime, Schools, Facilities or other Designated Parties for any reason associated with the voluntary participation in these activities and the use of all equipment, property and designated sites.
- 5. Medical Information and Insurance:** I represent and warrant that I am in good health and physically fit to participate in the Tryout. I further represent and warrant that I have adequate health insurance coverage to cover any injuries or illnesses that may occur during the Tryout. I, on behalf of myself and/or my minor, understand and acknowledge that Kali Prime and/or School and/or other types of Facilities do not carry insurance on behalf of myself and/or my minor.
- 6. Legal Rights:** I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering our legal rights in this agreement.
- 7. Medical Authorization:** I hereby authorize the Released Parties to provide emergency medical treatment to me in the event of an injury or illness sustained during the Tryout. I further authorize the release of any medical information necessary to obtain such treatment.



Waiver of Liability and Hold Harmless Agreement

- 8. Binding Agreement:** This Waiver and Release of Liability constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
- 9. Governing Law:** This Waiver and Release of Liability shall be governed by and construed by the laws of the State of California.
- 10. Severability:** I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of California for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Kali Prime and/or School and not limited to any party affiliated or working with Kali Prime as permitted by law. Suppose any provision of this Waiver and Release of Liability is held to be invalid or unenforceable. In that case, such provision shall be struck, and the remaining provisions shall remain in full force and effect.
- 11. COVID-19 and Contagious Illnesses Release of Liability:** I, on behalf of myself and/or my minor, am fully and personally responsible for my safety and actions while and during participation and I recognize that I may be in any case at risk of contracting COVID-19 and Contagious Illnesses. With full knowledge of the risks involved, I hereby release, waive, and discharge Kali Prime and/or the School and not limited to any party affiliated or working with Kali Prime, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assign from any liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, illness, or death, that may be sustained by me related to COVID-19 or any other contagious illnesses while participating in any activity while, on, or around the premises or people, while using facilities that may lead to unintentional exposure or harm due to COVID-19 and/or Contagious Illnesses. I agree to indemnify, defend, and hold harmless Kali Prime, Schools, Facilities, or other Designated Parties from and against any costs, expenses, damages, lawsuits, and/or liabilities or claims arising directly or indirectly from or related to any claims made by or against any of the released party due to injury, illness, loss, or death from or related to COVID-19 or any other contagious illnesses.
- 12. Acknowledgement:** I have carefully read this Waiver and Release of Liability and understand its contents. I acknowledge that I am giving up substantial rights by signing this document, and I do so voluntarily. We have read and agree to abide by the stated information.



Waiver of Liability and Hold Harmless Agreement

13. MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BASKETBALL, TRAINING, AND STRENGTH & CONDITIONING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIMS AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Participant (Print Name): _____

Player Signature: _____

Date: _____

Parent/Guardian (if Participant is under 18) (Print Name): _____

Parent Signature: _____

Date: _____



Waiver of Liability and Hold Harmless Agreement

Youth Social Media and Website Release Form

Please read carefully before signing.

In consideration of being allowed to participate in the Kali Prime program offered by Kali Prime, LLC. (the "Program"), I, the undersigned, and my parent or guardian (if applicable) do hereby agree as follows:

1. Release of Personal Information and Images: I, on behalf of myself and/or my minor, hereby grant Kali Prime the non-exclusive, irrevocable right to use my name, image, likeness, voice, and other personal information (collectively, the "Materials") in connection with promoting and publicizing the Program. This use may include, but is not limited to, the following:

- Posting pictures and videos on social media platforms, such as [List platforms, e.g., Facebook, Instagram]
- Publishing pictures and videos on the [Organization Name] website
- Using pictures and videos in printed materials, such as brochures and newsletters

2. Opt-Out Right: I and/or my parent or guardian understand that we have the right to revoke this consent at any time by submitting a written request to Kali Prime at Info@kaliprimebasketball.net.

3. Disclaimer of Responsibility: I and/or my parent or guardian understand that [Organization Name] is not responsible for any unauthorized use of the Materials by third parties.

4. Governing Law: This Release Form shall be governed by and construed in accordance with the laws of the State of California.



Waiver of Liability and Hold Harmless Agreement

Youth Social Media and Website Release Form (Cont'd.)

5. Severability: If any provision of this Release Form is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

Participant (Print Name): _____

Player Signature: _____

Date: _____

Parent/Guardian (if Participant is under 18) (Print Name): _____

Parent Signature: _____

Date: _____



Waiver of Liability and Hold Harmless Agreement

Player Information

Player Name: _____

Email Address: _____

Player Phone Number: _____

High School: _____

Graduation Year: _____

High School Level Played: _____

Position(s): _____

Parent's Name(s): _____

Parent's Email Addresses: _____

Parent's Phone Number(s): _____

As a player or parent, what would you like to get out of Kali Prime?
