

BALLERS CHOICE, LLC
TWO Page WAIVER AND HOLD HARMLESS AGREEMENT

In consideration for the privilege of participating in HOT LIST CAMP the undersigned hereby agrees that:

- I understand that there are inherent risks involved in the activities conducted at HOT LIST CAMP and use of fitness equipment including the risk of serious physical injury or death and I FULLY ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE CAMP, FACILITIES, AND EQUIPMENT. I hold harmless Ballers Choice, LLC and it's, employees, instructors and/or agents from injury from participating in events, training or instruction, including but not limited to equipment failure; lack of safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; slippery floor surfaces, contact or collision with others and any object while on the premises of the parking and event facilities; contact or collision with other participants and/or other persons at HOT LIST CAMP whether caused by negligence or intentional conduct by such other participants or persons.

- I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Ballers Choice, LLC, ITS AGENTS, SERVANTS, OR EMPLOYEES, from any and all claims, suits or demands by anyone arising from my participation in HOT LIST CAMP and/or my use of the facilities and equipment EXCLUDING CLAIMS OF GROSS NEGLIGENCE ON THE PART OF Ballers Choice LLC, ITS AGENTS, SERVANTS, OR EMPLOYEES.

- I, myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE Ballers Choice, LLC, ITS AGENTS, SERVANTS, OR EMPLOYEES, for money damages for personal injury sustained by me while attending and/or participating in events/ activities and/or using facilities and equipment EXCEPT IF DUE TO THE GROSS NEGLIGENCE ON THE PART OF BALLERS CHOICE, LLC, ITS AGENTS, SERVANTS OR EMPLOYEES.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

Participant's printed name

Age

Participant's signature

Dated

CONSENT OF PARENT OR GUARDIAN

This is to certify that, I, as parent or guardian with legal responsibility for this participant, I have read and understand the above waiver/release and do hereby consent and agree to his or her waiver/release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BALLERS CHOICE, LLC., ITS AGENTS, SERVANTS AND/OR EMPLOYEES from any and all claims, suits or demands by anyone arising from said participant's participation in HOT LIST CAMP and/or use of the facilities and equipment EXCLUDING CLAIMS OF GROSS NEGLIGENCE ON THE PART OF BALLERS CHOICE, LLC, ITS AGENTS, SERVANTS, OR EMPLOYEES. I further agree, as parent or guardian with legal responsibility for this participant, THAT I WILL NOT SUE BALLERS CHOICE, LLC, ITS AGENTS, SERVANTS, OR EMPLOYEES for money damages for personal injury sustained by said participant while attending and participating in activities HOT LIST CAMP, facilities, and equipment EXCEPT IF DUE TO THE GROSS NEGLIGENCE ON THE PART OF BALLERS CHOICE, LLC, ITS AGENTS, SERVANTS OR EMPLOYEES.

Parent/Guardian's printed name

Parent/Guardian's signature

Dated: