

LIABILITY WAIVER AND MEDIA RELEASE



In consideration of the opportunity for instruction, training, and event participation at Tulsa Basketball Academy (“TBA”) and all other activities related to TBA’s purpose, I hereby understand and agree to this Liability Waiver and Media Release and the terms hereof on behalf of myself, my participating minor child, my executors, administrators, heirs, next of kin, successors, and assigns (collectively referred to as “Participant”), as follows:

1. Participant acknowledges and agrees that basketball is a sport and physical activity that often leads to physical contact between players, the basketball court surface, and equipment, and that such activity and contact is subject to injury or illness (including without limitation COVID or MERS, etc.), or the death of participants, as well as the loss of or damage to personal property while participating in TBA’s basketball academy. Participant hereby assumes all of the risks of participating in TBA, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment, owned, maintained or controlled by them, or because of their possible liability without regard to fault.
2. Participant certifies that Participant is physically fit and has not been advised to not participate by a qualified medical professional. Participant certifies that there are no health-related reasons or problems which preclude my participation in TBA. Participant acknowledges that this Accident Waiver and Release of Liability Form will be used and relied on by the Released Parties (identified below) and that it will govern my actions and responsibilities while participating in TBA.
3. Participant acknowledges and agrees TBA is not responsible for any loss of or damage to personal property of participants.
4. Participant hereby RELEASES AND DISCHARGES TBA, its Managers, Members and all related parties, other participants of the basketball academy, volunteers, club officers, agents, employees, and owners of equipment and the land and buildings used for basketball activities (hereinafter collectively referred to as “Released Parties”), from any and all liability, claims, demands or causes of action that Participant or my heirs and representatives may hereafter have for injuries, loss of life, and all other forms of damages arising out of my participation in basketball activities with TBA, including, but not limited to, losses caused by the negligence of the released parties. This RELEASE AND DISCHARGE shall be effective as to the Released Parties to the fullest extent allowed by law.
5. Participant also agrees to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys’ fees, costs, and expenses, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in TBA basketball activities.
6. Participant further represents that Participant is at least 18 years of age, or that as the parent or (adult) legal guardian, waives and releases any and all legal rights that may accrue to Participant or any minor child for whom Participant is a parent or (adult) legal guardian, as the result of any injury or damage resulting from engaging in basketball activities with TBA.
7. Participant acknowledges that this Liability Waiver and Media Release shall be deemed to have been made in the State of Oklahoma, and it shall be governed and construed under the laws of the State of Oklahoma without regards to conflicts of law. Any civil action to enforce the terms or to recover shall be brought in the Oklahoma District Court for Tulsa County, Oklahoma. The prevailing party in any action related to this Liability Waiver and Media Release shall be entitled to recover its reasonable litigation costs and expenses and reasonable attorneys’ fees.
8. PARTICIPANT ACKNOWLEDGES AND AGREES PARTICIPANT HAS READ AND UNDERSTANDS THE ABOVE AND ACKNOWLEDGES THAT THE SAME IS A LEGALLY BINDING CONTRACT AND CONSTITUTES A RELEASE OF LIABILITY, A WAIVER OF LEGAL RIGHTS AND ALSO ASSUMES THE LIABILITY FOR ALL RISKS ARISING OUT OF MY ENGAGING IN BASKETBALL ACTIVITIES LOCATED AT ANY FACILITY, TOURNAMENT, FUNCTION OR EVENT AFFILIATED WITH, HOSTED, SPONSORED BY OR HELD BY TBA.

9. **MEDIA RELEASE**

9.1 Participant grants to TBA and its officers, employees, agents, assigns, and volunteers, the irrevocable and unrestricted right and permission without notice to myself, to take, use, re-use, publish, and republish photographic portraits/images, video, as the Participant may be included, in whole or in part, or composite, or distorted in character or form, without restriction as to changes or alterations, in conjunction with their own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known, including, but not limited to educational uses, marketing on any social media or other manner, public relations, websites, publications, promotions, broadcasts, advertisements, and posters, or any other not named format.

9.2 Participant relinquishes any right to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it maybe applied.

9.3 Participant further acknowledges that any participation is completely voluntary and that Participant has voluntarily agreed to allow TBA to use any image without the promise of compensation or remuneration in any form whatsoever, and waives any claim that a participant may have for compensation or remuneration of any kind for TBA's use or publication the image. Participant's participation and TBA's use of the image confers no rights of ownership whatsoever in any image, media, or other publication.

9.4 Participant releases, discharges and agrees to hold harmless TBA and its officers, directors, employees, agents, assigns, and volunteers, from any and all liability for claims by Participant in connection with participation, including without limitation, any claims ensuing from or in connection with the taking of photograph's/video's and use or publication of Participant, as well as any claims for invasion of privacy, defamation, false light, or misappropriation of name, image, or likeness.

9.5 Participant affirms the identity and/ or representation of the individual listed on this release. Participant has read the above authorization, release, and agreement prior to signing. Participant understands the legal consequences of its contents, meaning, and impact, and freely accepts these terms. This release shall be binding upon Participant, its heirs, legal representatives, and assigns.

PARTICIPANT HAS READ THIS LIABILITY WAIVER OF RIGHTS AND MEDIA RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS SIGNING AS A FREE ACT AND WILL AND AGREES TO BE BOUND BY IT.

Printed Name of Participant: _____ Dated: _____

Signature of Participant: _____

Printed Name of Parent/ _____

Guardian if minor:

Signature of Parent/ Guardian if _____

minor: