

BELIEVE THE HYPE ACADEMY LLC
WAIVER AND GENERAL RELEASE OF CLAIMS

PARTICIPANT INFORMATION

Name of Child: _____

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN BELIEVE THE HYPE ACADEMY ACTIVITIES.

I, the undersigned, wish for my child (hereafter "Child") to participate in of participation in basketball practices and/or basketball competitions in all its forms, and, in consideration for my Child's participation, I hereby agree as follows:

This waiver and release ("Release") is intended to discharge, in advance, Believe the Hype LLC ("BTH") and its present, future, and former members, partners, directors, employees, agents and contractors from any and all liability arising out of or in any way connected with my Child's participation in participation in basketball practices and/or basketball competitions in all its forms, including but not limited to BTH's own negligence. I acknowledge, understand and appreciate that as part of my Child's participation, there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in physical activity may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in said activities. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the BTH activities, except to the extent caused by BTH's willful misconduct.

I, on behalf of my Child and myself, hereby release, waive, discharge and covenant not to sue BTH, its present, future, and former members, partners, directors, employees, agents and contractors from any and all liability as to any right of action that may accrue to me, my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the BTH activities. I recognize that I may be giving up, among other things, certain limited rights to sue BTH for injuries, damages or losses my Child may incur by virtue of my Child's participation in BTH activities. This agreement is binding on my heirs and assigns.

I, on behalf of my Child and myself, furthermore release, indemnify and hold harmless BTH from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in BTH activities, excluding only claims arising out of BTH's willful misconduct. I further understand that BTH accepts no responsibility for my Child's personal property.

In the event of an accident or serious illness, I hereby authorize representatives of BTH to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify BTH from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in BTH activities.

In consideration for my Child's participation, I give the BTH the perpetual right to copyright and/or publish, reproduce, or otherwise use my Child's name, voice, and likeness and/or photographs, and audiovisual recordings that include my Child for instruction, advertising, program website, publications or brochures or any other media now existing or created in the future, or any other lawful purpose whatsoever. Accordingly, I hereby agree to relinquish all rights, title and interest to such use and distribution and all rights I have to review such photographs or recordings prior to distribution that I may have and waive all rights to any compensation thereof.

This RELEASE shall be governed by and construed under the laws of Illinois. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of BTH activities, shall be brought only in Cook County, Illinois.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Parent/Guardian Signature: _____

Date: _____

Name (printed): _____