

Mundelein Jr. Mustangs Feeder Basketball

Waiver, Release of Liability, Assumption of Risk and Indemnification

I, _____, an adult participant, or the parent/legal guardian of _____, a minor participant, in consideration of being permitted to participate in Mundelein Jr. Mustangs Feeder Basketball "the Program", do hereby on my own behalf or on behalf of the minor participant, execute this waiver, release of liability, and indemnification in favor of basketball organization, Mundelein Jr. Mustangs Feeder Basketball, and any of their respective administrators, directors, agents, officers, volunteers and employees, other participants in the Program, the Program organizers, any sponsors, vendors, advertisers, and owners and lessors of premises on which the Program takes place (collectively, the "Released Parties").

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the Program, activities and hazards associated with the Program of which I am about to participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I believe conditions are unsafe for myself, my family or child; I will immediately discontinue participation. I fully understand that this activity involves risks of bodily injury which may be caused by my own actions or inactions, or the actions of others. I certify that I am qualified, in good health, and in proper physical condition to participate in these activities.

2. I FULLY UNDERSTAND and AGREE that:

- (a) The Program activities expose me to certain risks, hazards and dangers, including by way of example, risk of personal injury and illness, permanent disability, paralysis, and even death (the "Risks").
- (b) These Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Program, the conditions in which the Program takes place, or the negligence or gross negligence of the Released Parties. There may be other risks, which may not be known by me, or predicted and controlled by the Program, and which could result not only in injury but in social, economic, or other kinds of losses either not known to me or not foreseeable at this time and I acknowledge these are included within the Risks.
- (c) I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my/minor's participation in the Program.

3. I AGREE AND WARRANT that I will examine the conditions of each Program in which I/We take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Program and will refuse to take part in the Program until the condition has been corrected to my satisfaction.

4. I UNDERSTAND that being allowed to participate in this Program is a privilege and is purely and solely voluntary.

5. I ACKNOWLEDGE the Program might from time to time take photographs or videos of the participants and attendees of programs and activities, and that such photographs and videos might be used in brochures and program advertising (the "Photographs & Videos"). I further acknowledge that as a result of my participation in Program and my presence at the Program premises, our/my image and likeness might from time-to-time be included in the Photographs & Videos. We/I hereby authorize the Program and its agents to take, use, display, publish, reproduce and distribute any and all Photographs & Videos that include my image or likeness and to create derivative works based upon all such Photographs & Videos, or that We/I will notify the Program of any usage restrictions should We/I not be able to be included in Photographs & Videos.

6. I HEREBY RELEASE, discharge, and covenant not to sue the Released Parties, and do discharge and waive, any

and all claims, demands, losses, damages, and liabilities that I, or any person(s) on my behalf, may have or sustain with respect to any and all property damage, economic loss, medical expense, personal injury and other expense, injury or harm, and/or death, arising directly or indirectly from participation in volunteer or other activities with the Program, including without limitation any and all of those Risks described above.

The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, including but not limited to claims for negligence, gross negligence or willful misconduct to the broadest extent permitted by applicable law. I covenant not to sue any of the Released Parties in connection with any of the released claims, demands, losses, damages, and liabilities. The covenants and undertakings of this document are given for and on behalf of and shall be binding upon me, my family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors and assigns.

7. I AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorneys' fees and costs, expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution or otherwise, arising from my participation in the Program activities and the Risks, whether resulting from claims, actions or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.

I am an adult, aged 18 or over. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Participant Name

Birth Date

Participant Signature

Date

I am the Parent/Legal Guardian of the above-named Participant who is under eighteen years of age and has voluntarily applied to participate in the above Activity. I am fully competent to sign this waiver and do so voluntarily. The Participant and Parent/Legal Guardian do hereby freely, voluntarily, and without duress execute this Release under the terms and conditions outlined above.

I give permission for Participant to participate in the above-reference Activity. I acknowledge that the nature of the Activity could possibly expose the Participant to hazards or Risks that could result in personal injury and illness, permanent disability, paralysis, and even death. I grant the Mundelein Jr. Mustangs Feeder Basketball full authority to take whatever actions they may consider to be warranted under any circumstances regarding the protection of Participants' health and safety.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for participant's injury or death or damage to participants; property that occurs while participating in the Program.

Participant Name(under 18)

Birth Date

Parent or Legal Guardian

Signature Date