



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being allowed to participate in any way in the USA Basketball program(s), team(s), game(s), clinic(s), event(s) or activity(ies) (the “Events”), I, the undersigned, on behalf of myself, and my participant child or ward (if applicable, in which case “I,” “me,” and “my” in the following provisions shall also apply to my participant child or ward, as appropriate), and my personal representatives, heirs, assigns, and next of kin, acknowledge and agree that:

1. Participation in these Events involves a risk of injury and even death, as well as a risk of exposure to, and illness from, infectious diseases, including but not limited to the novel coronavirus and COVID-19. While certain personal precautions and preventative actions may reduce this risk, the risk of serious illness, disability, and death will still exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS STATED ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

3. I hereby certify that I am healthy and capable of participating in the Events, am not exhibiting any symptoms of COVID-19, and have no reason to believe that I am infected with the novel coronavirus;

4. I willingly agree to comply with the stated and customary terms and conditions for participation;

5. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE USA BASKETBALL, NBA ENTERTAINMENT, NBA PROPERTIES, INC. (“NBAP”), THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS (AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, COACHES, OFFICERS, DIRECTORS AND EMPLOYEES), OTHER PARTICIPANTS, OPERATORS, VENDORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH AN EVENT (COLLECTIVELY, “RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PRESENCE OR PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENTS, AND WHICH MAY BE ASSERTED BY ME OR ON MY BEHALF, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;

6. I HEREBY AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO MY PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENTS, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;

7. I am responsible for all property I bring into the USA Basketball Event sites, and I agree that the Releasees shall have no responsibility for any loss of, or damage to, my property;

8. I irrevocably grant to USA Basketball and its designees, agents and licensees (with no obligation to compensate me) the right and license, throughout the world, in any and all forms of media currently existing or hereafter created, to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit my name, nickname, initials, autograph, facsimile signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph and/or electronic likeness and image and/or facsimile image of me in connection with (i) the promotion of the sport of basketball; (ii) the promotion or exhibition of one or more basketball events sanctioned or organized by USA Basketball; and/or (iii) any non-commercial use. I represent and warrant that I have the right to grant such consent on behalf of myself. Except as stated herein, I understand that USA Basketball may not use my image in a manner that creates or implies an endorsement of a commercial product or service without my prior consent.

9. I acknowledge and agree that my participation in an Event does **NOT** grant to me any right or license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, or transmit and video or audio footage (in any and all forms of media currently existing or created) from the Event without the prior express written consent of USA Basketball. This includes, without limitation, the use of video or audio footage on social media, YouTube or other comparable site, or in personal videos.

10. In the event that I suffer any injury, illness, sickness or other mishap while participating in, or in connection with, an Event, I hereby authorize and consent to the administration of first aid and any other medical treatment deemed necessary by the USAB designated health care providers.

11. I expressly agree that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of Colorado, USA, and is intended to be as broad and inclusive as is permitted by Colorado law, and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I expressly submit to the jurisdiction of all federal and state courts located in the State of Colorado.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, INCLUDING THAT I AM HEREBY GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT CONTRARY TO ANYTHING CONTAINED HEREIN HAVE BEEN MADE BY USA BASKETBALL OR ANY OF ITS EMPLOYEES OR AGENTS OR ANY OF THE OTHER RELEASEES. I REPRESENT THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I ACKNOWLEDGE THAT USA BASKETBALL AND EACH OF THE RELEASEES IS RELYING ON THE GRANT OF RIGHTS CONTAINED HEREIN.

Participant's Signature: _____

Print Name: _____

Date and City Where Signed: _____