

# AGREEMENT TO ASSUME RISKS OF PARTICIPATION IN BASKETBALL EVENT

## And Waiver, Indemnification, And Release Of Liability Agreement

### Please Read Carefully - This Agreement Affects Important Legal Rights

This Agreement To Assume Risks Of Participation In Club Basketball and Waiver, Indemnification, And Release Of Liability Agreement will be effective commencing on the date of execution shown on page 2.

#### WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY

In consideration of being permitted to participate in any way, including travel to and from related events and activities of **National Basketball Events, Inc.** for myself, my personal representatives, heirs, executors, next of kin, and assigns, I do hereby:

1. Acknowledge that I am familiar with the sport of basketball and understand the rules governing the sport of basketball and the importance of following these rules. I also acknowledge that my participation in an NBE, Inc. event or on an NBE, Inc. sponsored basketball team is voluntary.
2. Agree that before participating, I will inspect the facilities and the equipment to be used, and if I believe anything is unsafe, I will immediately advise my coach or supervisor of such condition(s) and refuse to participate.
3. Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others; the rules of the sport of basketball; or conditions of the premises or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. **I have read the list of specific risks in 5. (below) and am voluntarily assuming and accepting such risks.**
4. **KNOW THE RISKS INVOLVED IN THE SPORT OF BASKETBALL AND ASSUME THESE RISKS AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY, OR DEATH, INCLUDING BUT NOT LIMITED TO SOCIAL AND ECONOMIC LOSSES, PRESENT OR FUTURE. FURTHER, I WILL NOT SUE OR MAKE A CLAIM AGAINST ANY OF THE RELEASED PARTIES LISTED IN PARAGRAPH 6 (THE "RELEASEES") AND I ACKNOWLEDGE THAT THE LIABILITY INSURANCE OBTAINED BY NATIONAL BASKETBALL EVENTS, INC. DOES NOT PROVIDE COVERAGE FOR MY PERSONAL INJURIES OR LOSSES.**
5. Specifically and voluntarily assume all of the risks of participation in club basketball, including but not limited to:
  - 5a. Broken bones (feet, ankles, legs, arms, fingers, collarbones, etc.).
  - 5b. Torn ligaments (ACL, MCL, Achilles tendons, etc.).
  - 5c. Torn cartilage (all joints).
  - 5d. Head injuries (concussion, cerebral hemorrhage, permanent brain injury, and long term loss of brain function, including potential changes to personality and loss or diminishment of cognitive function, control of extremities, and other bodily and sexual functions).
  - 5e. Spinal and nerve injuries, including those resulting in pain, permanent disability, and the need for corrective surgery.
  - 5f. Eye injury and/or loss of sight (including detached retina).
  - 5g. Ear and eardrum injury (including loss of impairment of hearing capacity).
  - 5h. Loss of ability to play basketball in the future, including potential loss of collegiate scholarships, loss of recognition, loss of present or prospective economic advantage, loss of endorsements or prospective endorsements and related compensation, and loss of opportunity to play professional basketball and the potential income therefrom.
  - 5i. Injuries or damages of any sort resulting from negligent, intentional, or criminal acts made by other players, parents of players, spectators, fans, officials, or others, on the court, in vehicles, in hotel rooms, or elsewhere.
  - 5j. Property damage or loss, including stolen personal property (including personal items stolen from hotels, playing venues, vehicles, or other locations).
  - 5k. Death.

Initial here: \_\_\_\_\_

By placing my initials on this line I confirm that I have read the list of assumed risks and agree for myself or said minor to assume the specific risks of participation in club basketball which are itemized above.

**WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY**

Continued

- 6. Release, waive and discharge and covenant not to sue National Basketball Events, Inc., together with its affiliated clubs, its respective owners, shareholders, administrators, directors, agents, coaches, and other employees or volunteers of NBE, Inc. and/or the California Storm Basketball Club, all of whom are hereinafter referred to as "releasees", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other legal fault of the releasees or otherwise to the fullest extent permitted by California.
- 7. Acknowledge that this Waiver, Indemnification and Release of Liability expressly includes transportation provided, arranged, or paid for by National Basketball Events, Inc. or the California Storm Basketball Club, to and from, or in connection with any activity or event of NBE, Inc., in any vehicle, including transportation to and from medical treatment.
- 8. Understand and agree that by signing this Agreement To Assume Risks Of Participation In Club Basketball and Waiver, Indemnification and Release Of Liability, I am agreeing to release, indemnify the "releasees", described in paragraph 6 above, and hold them harmless from any and all liability, or costs, including but not limited to attorney fees, associated with or arising from my participation.
- 9. Understand and agree that if I am signing this Agreement To Assume Risks Of Participation In Club Basketball and Waiver, Indemnification and Release Of Liability on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf. I further agree that as a parent(s) or legal guardian(s) of a minor participant under 18 years of age, that I will advise the minor participant regarding the above warnings and conditions and their ramifications, and that I consent to the minor's participation. I hereby consent for said minor to the assumption of risks described in this Agreement.
- 10. Understand and agree that this agreement shall be governed by and construed in accordance with the Laws of the State of California. All disputes and matters whatsoever arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court of appropriate jurisdiction located in the State of California, U.S.A. to the exclusion of any other State or Country.
- 11. Understand and agree that this agreement may be terminated only by:
  - a. Ceasing to participate in any and all activities of National Basketball Events, Inc. AND
  - b. Providing written notice to National Basketball Events, Inc. OR
  - c. Signing and returning to the National Basketball Events, Inc. a later version of the waiver, indemnification and release of liability agreement.

**TERMINATION BY WRITTEN NOTICE TO NATIONAL BASKETBALL EVENTS, INC. WILL NOT BE EFFECTIVE UNTIL ACTUAL RECEIPT OF WRITTEN NOTICE BY NBE, INC. TERMINATION WILL NOT RENDER VOID OR INEFFECTIVE THE LEGAL RIGHTS AND PROTECTIONS AFFORDED UNTO NBE, INC. FOR INCIDENTS (CLAIMS, DAMAGES, INJURIES, ETC.) OCCURRING, OR ALLEGED TO HAVE OCCURRED, PRIOR TO THE DATE OF TERMINATION.**

I have read the above Agreement To Assume Risks Of Participation In Club Basketball and Waiver, Indemnification, and Release Of Liability Agreement and understand that I give up substantial rights by signing it and knowing this, sign it voluntarily. I further agree that no oral representations, statements, or inducements, apart from the above agreement have been made. I agree that this agreement is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to have full force and effect. I agree to participate knowing the risks and conditions involved and do so entirely upon my own free will. I also acknowledge that if English is not my first language, that I have sought out the assistance of someone competent to translate this form to me. My signature below shall be a declaration that I have so read and understand this Agreement To Assume Risks Of Participation In Club Basketball and Waiver, Indemnification, and Release Of Liability Agreement.

I am the parent/legal guardian of the participant and minor listed below and have the authority to make this agreement on behalf of the participant. A photocopy of this Agreement will have the same effect as the original.

|                       |                      |      |
|-----------------------|----------------------|------|
| Print name of athlete | Signature of athlete | Date |
|-----------------------|----------------------|------|

|  |                                       |      |
|--|---------------------------------------|------|
| Print name of parent or legal guardian | Signature of parent or legal guardian | Date |
|--|---------------------------------------|------|

## AUTHORIZATION AND CONSENT FOR MEDICAL TREATMENT

This Authorization And Consent For Medical Treatment will be effective commencing on the date of execution shown below.

I/we the undersigned parent, parents or legal guardian of the minor named below, do hereby authorize in the event of an injury, accident, or illness, National Basketball Events, Inc., the California Storm Basketball Club, and their respective coaches, representatives, directors, officers or agents to seek and obtain care and medical treatment as necessary under the circumstances, including transportation of the minor to an appropriate medical facility.

On behalf of said minor, I/we hereby authorize and direct National Basketball Events, Inc., the California Storm Basketball Club, and their respective coaches, representatives, directors, officers or agents to consent to any x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act, of a dentist licensed under the provisions of the Dental Practice Act, and on the staff of any general hospital holding a current license to operate a hospital from the State Department of Public Health or its equivalent. This authorization is effective whether such diagnosis or treatment is rendered at the office of said physician or dentist, at a hospital, or elsewhere.

I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of National Basketball Events, Inc., the California Storm Basketball Club, and their respective coaches, representatives, directors, officers, or agents to give specific consent to any and all such diagnosis and treatment which in the exercise of his or her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned before rendering treatment to the patient, but emergency treatment will not be withheld if the undersigned cannot be reached in a timely manner. I also agree that this authorization to treat shall be valid in any state where such treatment is rendered. I also agree that if English is not my first language that I have sought out someone to translate this form to me and agree that by my signature that I have read and understood the document.

I am the parent/legal guardian of the participant and minor listed below and have the authority to make this agreement on behalf of the participant. A photocopy of this Authorization will have the effect as the original (signatures below).

The health insurance provider for my minor child is \_\_\_\_\_, policy # \_\_\_\_\_,  
telephone number \_\_\_\_\_. (Attach copy of both sides of minor's insurance card).

I authorize coaches or representatives of National Basketball Events, Inc. or the California Storm Basketball Club to provide the foregoing insurance information to any health care provider rendering care to the minor, and further authorize said parties to make financial commitments on my behalf as are necessary to procure emergency services that are not covered by my, or the minor's, health insurance.

\_\_\_\_\_  
Print name of athlete

\_\_\_\_\_  
Signature of athlete

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of parent or legal guardian

\_\_\_\_\_  
Signature of parent or legal guardian

\_\_\_\_\_  
Date