

ATHLETE WAIVER/RELEASE FORM (“AGREEMENT”)

In consideration of below listed minor’s participation in any Amateur Athletic Union of the U.S., Inc. (“AAU”) or Lake County Nuggets Basketball Club activity, including, but not limited to, tournaments, practices and travel (collectively the “Activity”), I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin: 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am/the minor is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I/the minor will immediately discontinue further participation in the Activity. 2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own/the minor’s actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur/the minor incurs as a result of the minor’s participation in the Activity. 3. HEREBY RELEASE AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE the AAU, the Konocti Unified School District, or any employee or administrator thereof, the coaches, staff and administrators of the Lake County Nuggets Basketball Club (including, but not necessarily limited to, Stan and Carrin Blyth, Thomas and Dawn Thomas, and Chuck and Melissa Rannells) and the officials, administrators, members, volunteers, participants, sponsors, advertisers, and the owners and lessors of premises on which an Activity takes place (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF ANY KIND ON MY/THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE THAT DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, OR ANYONE ON MY/THE MINOR’S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

I hereby authorize the coaches, administrators and staff of the Lake County Nuggets AAU Basketball Club (“Club”) to allow the reproduction, dissemination, and/or publication of the minor participant’s name and/or likeness on the Club’s website and for media coverage, public relations, or any other purpose relating to the Club which may involve the use of photographs, films, and/or video tape recording.

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 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 AND EFFECT.

MINOR RELEASE; AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY-AS IS, WITHOUT MODIFICATION, ACCOMMODATION, OR SPECIAL PERSONNEL. I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. This Agreement shall be governed by the laws of the State of California, and the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in Alameda County Superior Court.

PRINTED NAME OF PARTICIPANT: _____ PHONE: _____

MONIR PARTICIPANT'S SIGNATURE: _____ DATE: _____

CLUB NAME: LAKE COUNTY NUGGETS

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE: _____