

ATHLETE WAIVER & RELEASE

I/we as a parent/guardian of the aforementioned child, in joining, registering, and/or participating any and all events with Top Notch Skillz Basketball & Tague Training & Nutrition LLC, agree to all terms and conditions of this Waiver and Release Agreement (the "Agreement") in participating in any training purchased and/or registered for topnotchdrillz.com.

IN CONSIDERATION of any and all my assigned athletes OR myself as the athlete, on Top Notch Basketball for any and all training events (the "Training") which may include but is not limited to, lessons, clinics, camps, training programs, and being permitted to participate in those sponsored by the coach, academy and/or organization (the "Clients"), I, for myself, for personal representatives, assigns, heirs, and next of kin: **ACKNOWLEDGE**, agree, and represent that I, the athlete's parent and/or legal guardian understand the nature of the Training and that my athlete is qualified, in good health, and in proper physical condition to participate in the Training.

- 1. Medical Condition & Authorization.** I certify that the named and/or assigned Athlete is physically able to participate in the Training and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in the Training. I also understand that the Clients will administer no physical examinations and that the Clients will rely solely upon the information in this Agreement. I give permission for Athlete to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of the Clients to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization if necessary. I agree that I have provided in writing and have not withheld, any medication needs, necessary treatment or other medical care needs of Athlete to the Clients prior to the Training.
- 2. Financial Responsibility & Insurance.** I will be financially responsible for any medical attention needed during the Training or resulting from an injury received at the Training. I represent that I have provided proof of, and maintain, adequate medical insurance coverage for Athlete covering any and all activities related to the Training. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that the Clients shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury that the Athlete may suffer during the Training or related activities.
- 3. Compliance with Training Rules.** Athlete understands and agrees to comply with all of the Clients rules, policies and stated and customary terms, conditions or requirements for participation in the Training, including any rules, guidelines or conditions of any facility, location, equipment safety, hotel or transportation

provider in which participant uses during the Training. I/we agree that if you observe any unusual or significant concern in Athlete's readiness for participation in the Training or participant's failure or unwillingness to comply with Training rules, you may, at your sole discretion, remove Athlete from participation in the Training and immediately inform the nearest Client. Also, I/we hereby release and forever discharge the Clients, from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Athlete or Athlete's disregard or failure to follow the Training rules.

4. **Assumption of Risk of Training Activities.** I understand the risk of injury to Athlete from the activities involved in the training is significant, including the potential for permanent disability and death. The term "Training" also includes, but is not limited to, travel to and from the Training, activities on and off the field/court, activities before and after field instruction at any hotel or third party facilities at which the Training is conducted. While the particular Training rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. I/we knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Clients, and its Coaches, Staff, Training Management, and Directors and I/we assume full responsibility for participation in the Training by Athlete.
5. **Release & Hold Harmless.** I/we for myself and on behalf of Athlete hereby release and hold harmless the Clients, and its Coaches, Staff, Training Management, Directors, Sponsors, Representatives, Affiliated entities, volunteers and, if applicable, owners and lessors of the premises used to conduct the Training (Releases) with respect to any and all injury, disability, death or loss or damage to person or property incident to athlete's involvement or participation in any and all of the Training activities whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
6. **Indemnity.** I/we, for myself and on behalf of Athlete, hereby indemnify and hold harmless all of the above Releases from any and all liabilities incident to Participant's involvement or participation in any and all of the Training activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.
7. **Publicity.** I understand and agree the Clients retain the right to use, for publicity and advertising, photographs or videos of Athletes taken at Training.
8. **Limitation of Liability:** I agree that the total liability of the Clients, its affiliated entities and respective directors, officers, employees, and agents with respect to services performed or to be performed by the Clients, shall not exceed 100% of the compensation received by the Clients, from me pertaining to Athlete. The

parties agree and acknowledge this section of this Agreement is a material part of the consideration for this Agreement.

9. **Severability.** In the event that any provision of this Agreement, Privacy Policy, and Safety Policy for the Clients, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
10. **Governing Law & Jurisdiction.** This Agreement will be governed by the law of the state in which the Training is conducted. I/we agree that any action brought under these Terms and Conditions shall be brought in the federal or state courts of Indiana. In the event either party commences an action under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

I/WE HAVE READ THIS WAIVER & RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Athlete's Understanding of Risk, As Athlete. I, understand the seriousness of the risks involved in participating in the Training, my personal responsibilities for following all of the Training rules and accept them.