



## Alexander Melton Elite Basketball Clinic AMEBC Waiver

Currently Registering: Print Childs Name and DOB \_\_\_\_\_

### VOLUNTARY PARTICIPATION

### CONSENT, AUTHORIZATION, AND RELEASE

I, the undersigned, voluntarily elect to participate in the Alexander Melton Elite Basketball Clinic also known as AMEBC (collectively, the "Participation"), which Participation is sponsored by Alexander Melton Elite Basketball Clinic (AMEBC).

#### 1. Assumption of Risk.

I acknowledge and agree that my Participation may involve risk of serious injury, physical disability, death, property damage and/or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where my Participation is being conducted, and/or the nature of my Participation itself. Knowing and understanding the risks involved with my Participation, including, without limitation, slips, trips, falls, contact with others, equipment or product failures, effects of weather, illness, personal injury, death, and emotional distress, I hereby voluntarily and willingly assume full and complete responsibility for any and all risks (including those which are presently unknown to me) of serious injury, physical disability, death, damage and/or loss to persons or property of any kind that may arise from or be related to my Participation (collectively, "Liabilities"). I certify that I am in good health and have no medical or mental condition preventing my safe participation in my Participation. I acknowledge that it is my responsibility to consult with my personal physician regarding any medical or mental reason, impairment, or disability that might prevent or limit my participation in my Participation. I expressly assume any and all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of my participation of services pursuant to this agreement, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

#### 2. Waivers and Release.

For and in consideration of the Alexander Melton Elite Basketball Clinic (AMEBC) allowing me to perform, I hereby fully and forever release, waive, and discharge the Alexander Melton Elite Basketball Clinic AMEBC and any of each of their respective sponsors, auxiliary organizations, volunteers, suppliers, affiliates, parents, subsidiaries, related entities, governors, owners, administrators, officers, directors, physicians, trainers, players, employees and agents (collectively, the "Released Parties"), from, and covenant not to sue the Released Parties in connection with, the following: (i) any and all claims, demands, actions, or causes of action of any kind, which I may or might have against the Released Parties or any of them, arising from or by reason of any and all Liabilities (including, without limitation, medical expenses and/or attorneys' fees), whether known or unknown, foreseen or unforeseen, and any consequences thereof resulting from my Participation or any breach of this agreement. I shall not bring any claim, demand, legal action or suit against the Released Parties for any economic or non-economic loss due to Liabilities incurred during or in connection with my Participation or because of the operations and conduct of the Released Parties or others, whether negligent or otherwise; and (ii) any and all claims or actions for personal injury, property damage and/or other loss suffered by me in connection with my Participation. I waive and release any and all claims against the Released Parties relating to my Participation and their use of any Recorded Materials in any version or any media, now known or hereafter devised, including, without limitation, any rights and claims relating to copyright, defamation (including libel and slander), moral rights, rights of privacy and/or publicity or confidentiality.

I intend this agreement to be a full waiver and release of all claims of any nature I had, now have, or may in the future have against the Released Parties in connection with my Participation. I acknowledge that I may have or may in the future have claims against the Released Parties which I presently do not know or suspect to exist in my favor at the time I execute this agreement which if known, might materially affect my execution of this agreement. I expressly waive all rights I may have under Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know Or suspect to exist in HIS OR HER favor at the time of executing the release, which if known by him OR HER must have materially affected his OR HER settlement with the debtor."

### 3. Use of Name, Voice & Likeness.

a. I grant full permission to Alexander Melton Elite Basketball Clinic AMEBC and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents and their respective licensees and designees to use my name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to me or anyone on my behalf.

b. I agree that the Released Parties may tape and photograph me (using any still or motion picture camera or otherwise) and record my voice and all sounds during and in connection with my Participation ("Recorded Materials"). I agree that the Released Parties will be the exclusive owner of any and all copyrights and all other right, title and interest in and to the Recorded Materials and will be able to use, reuse, transmit, publish, sell, distribute, display, broadcast, exhibit, record, perform, and reproduce the Recorded Materials (including, the right to sublicense the same) worldwide and in perpetuity in any and all media, whether now known or hereafter discovered, including, without limitation, in and in connection with any and all forms of advertising, marketing and endorsements of products and services. The Released Parties may edit the Recorded Materials in any manner and may reproduce, record and combine the same with other recordings, photographs, likenesses, images and/or artwork in any manner whatsoever, without restriction. I agree that the Released Parties may use the Recorded Materials or any excerpts therefrom, and my name, voice, likeness, attributes, biography and any other indicia of my identity or my Participation, in any and all media, whether now known or hereafter discovered, including, without limitation, in and in connection with any and all forms of advertising, marketing and endorsements of products and services, without further notification or compensation to or authorization by me or anyone acting on my behalf. I acknowledge that the Released Parties shall not have any obligation to use and/or exploit the Recorded Materials in any manner whatsoever. I confirm that to the best of my knowledge any of my statements or actions in connection with my Participation will not violate or infringe upon any third party's personal and/or property rights. I hereby waive any and all right(s) to inspect and approve the use of my Participation or the Recorded Materials.

4. **Indemnity/Losses and Damages.** I hereby agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, lawsuits, liabilities, loss, damages, demands, actions, causes of action, costs and expenses of any kind (including attorneys' fees), which may be made against them or incurred by them, or any of them, arising out of my Participation, any breach of my representations and warranties hereunder, and/or resulting from my tortious conduct, or the failure of any rights granted by me to the Alexander Melton Elite Basketball Clinic (AMEBC) and YMCA pursuant to this agreement. I agree that I am financially responsible for any and all losses and damages (whether to myself or others) resulting from my Participation.

5. **Emergency Medical Care Authorization.** In the event medical attention is needed, I (and, if applicable, my Parent/Legal Guardian) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense. I (and, if applicable, my Parent/Legal Guardian) further authorize any physician or other health care provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent/Legal Guardian) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

6. **Representations and Warranties.** I represent and warrant that my Participation will not place any of the Released Parties in a negative light, whether directly or indirectly, will not interfere with or violate the rights of any third party and that I have full and complete authority to execute this agreement. I acknowledge and agree that I am prohibited from using any intellectual property owned and/or controlled by the Released Parties, including, without limitation, any costume or uniform, without the prior written consent of the applicable party. Further, to the extent applicable, I agree to be bound and governed by the constitution and by-laws, rules, regulations, resolutions and agreements of the Alexander Melton Elite Basketball Clinic (AMEBC) and YMCA, as the same may be modified or amended from time to time, and any and all rules regarding my conduct, Participation, attire, etc. communicated to me by the Released Parties.

7. **California Law Applies/Arbitration.** This agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this agreement, the parties unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in Los Angeles, California, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and arbitration costs from the other party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by governmental agencies.

8. **Severability.** The invalidity or unenforceability of any provision or portion of this agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this agreement.

9. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS USED HEREIN AND THEIR LEGAL SIGNIFICANCE. I RECOGNIZE THAT MY SIGNATURE ON THIS AGREEMENT IS A CONDITION OF THE RELEASED PARTIES PERMITTING ME TO PERFORM, AND THAT I CANNOT REVOKE THIS RELEASE (IN WHOLE OR IN PART) AFTER I SIGN. I VOLUNTARILY, ON MY OWN FREE WILL, SIGN THIS AGREEMENT AND ITS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER. MY SIGNATURE ON THIS AGREEMENT IS INTENDED TO BE BINDING UPON ME AND MY SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, ASSIGNS AND (IF APPLICABLE) THOSE OF MY MINOR CHILD.

I represent and warrant that I am over 18 years of age (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below) and have the right to make this statement.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by Alexander Melton Elite Basketball Clinic (AMEBC) and YMCA or any of its employees or agents or any of the other Releasing Entities. **If not signed by a parent or legal guardian below, Participant represents that Participant is eighteen (18) years of age or older, and Participant acknowledges that Alexander Melton Elite Basketball Clinic (AMEBC), its affiliates and each of the Released Entities is relying on the grant of rights contained herein. If signed by a parent or legal guardian, the parent or legal guardian has explained the risk of participating in the activity and safety rules to the Participant and Participant understands the inherent risks and agrees to follow all rules of participating.**

AGREED TO AND ACCEPTED:

Name of Participant: \_\_\_\_\_

Name of Legal Guardian if under 18: \_\_\_\_\_

Signature of Participant (or legal guardian): \_\_\_\_\_

Email \_\_\_\_\_

Home Address \_\_\_\_\_

Date: \_\_\_\_\_

Name of Program: Alexander-Melton Elite Basketball Elite Clinics