

COVID-19 RELEASE AND WAIVER OF LIABILITY AGREEMENT
READ BEFORE SIGNING

By the undersigned (the “**Participant**”) registering and participating in any way in ClubHoops Private Basketball Club Programming (the “**Program**”) and its related events and activities hosted by ClubHoops, LLC and/or any of its affiliates (collectively, including such affiliates, “**ClubHoops**”), the Participant acknowledges, understands and agrees to all of the terms and conditions set forth in this COVID-19 Release of Liability and Assumption of Risk Agreement (this “**Agreement**”):

1. The Participant is aware of the highly contagious nature of bacterial and viral diseases, including, without limitation, the 2019 novel coronavirus disease (COVID-19) (the “**Disease**”) and the risk that the Participant may be exposed to or contract the Disease or other infectious diseases by engaging in the Program, which may result in serious illness, personal injury, disability, death, or property damage. The Participant acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of others, including ClubHoops’ employees, contractors, officers, volunteers, and vendors, as well as other participants and spectators. The Participant understands that regardless of whether ClubHoops has taken preventive measures in an attempt to reduce the risk of injury from the Program or the spread of the Disease, ClubHoops cannot guarantee that the Participant will not be injured or become infected with the Disease or other infectious diseases while engaging in the Program and that engaging in the Program may increase the Participant’s risk of contracting the Disease. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE PROGRAM AND THE DISEASE, THE PARTICIPANT ACKNOWLEDGES THAT IT IS VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH KNOWLEDGE OF THE DANGERS INVOLVED. THE PARTICIPANT HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE PARTICIPANT ENGAGING IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF CLUBHOOPS OR OTHERWISE.**
2. The Participant hereby expressly waives and releases any and all claims, now known or hereafter known, against ClubHoops and its officers, directors, managers, employees, contractors, agents, affiliates, members, shareholders, principals, successors, and assigns (collectively, “**Releasees**”), on account of injury, illness, disability, death, or property damage arising out of or attributable to the Program, the Participant’s participation in the Program, and/or the potential of being exposed to or contracting the Disease or other infectious disease, whether arising out of the negligence of ClubHoops or any Releasees or otherwise.
3. The Participant hereby confirms that it is not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), does not have a confirmed or suspected case of the Disease, and has not come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having the Disease. The Participant is familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. The Participant will comply with all such orders, directives, and guidelines while participating in the Program and while being present on the premises where the Program is taking place, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and other safety equipment. If at any time the Participant begins experiencing symptoms of the Disease, the Participant will immediately discontinue further participation in the Program and leave the premises.
4. The Participant hereby agrees to defend, indemnify, and hold harmless ClubHoops and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by ClubHoops or any other Releasees, arising out of or resulting from any claim of a third party related to the Program, the Participant’s participation in the Program, and/or the Disease or any other infectious disease.

THE PARTICIPANT HEREBY CERTIFIES THAT THE PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
PARTICIPANT’S SIGNATURE

Date of Birth: _____

Date Signed: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

IF THE PARTICIPANT IS A MINOR, THE UNDERSIGNED HEREBY CERTIFIES THAT THE PARTICIPANT IS A MINOR, THAT THE UNDERSIGNED IS THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF AND LEGALLY BIND THE PARTICIPANT, THAT THE UNDERSIGNED GIVES PERMISSION FOR THE PARTICIPANT TO PARTICIPATE IN THE PROGRAM, AND THAT THE UNDERSIGNED HEREBY FREELY AND VOLUNTARILY ACKNOWLEDGES, CONSENTS AND AGREES TO THE FOREGOING AGREEMENT FOR HIMSELF OR HERSELF, THE PARTICIPANT, AND THEIR RESPECTIVE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN

X _____ Phone #: _____ Date Signed: _____
PARTICIPANTS NAME

Print Name: _____ Parent/Guardian Signature: _____