

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

In consideration of the minor named below (the "Participant") being permitted to participate in athletic training and activities offered by Baller Evolution, LLC (the "Activities"), the undersigned parent(s) or legal guardian(s) of the Participant hereby agree(s) to the following terms and conditions:

1. **Participation:** I/We grant permission for the Participant to participate in the Activities. I/We warrant to and for the benefit of Baller Evolution, LLC, that Participant is physically able to participate in the Activities and does not suffer from any physical, psychological, or emotional injury or illness that would make Participant's participation in the Activities inadvisable or otherwise increase the risk of injury to Participant.
2. **Acknowledgement and Acceptance of Risks:** I/We acknowledge that the Participant's participation in the Activities involves the significant risk of physical, psychological, and/or emotional injury or illness, including the potential for permanent disability or death, and voluntarily and knowingly accept such risk on my/our own behalf and on behalf of the Participant.
3. **Waiver and Release:** As a condition of Participant's participation in the Activities, I/we, on my/our own behalf and on behalf of the Participant, waive and release Baller Evolution, LLC, its members, managers, employees, staff, representatives, volunteers, and agents (collectively, "Releasees") from any and all claims for physical, psychological, or emotional injury or illness suffered by or impacting Participant as a result, directly or indirectly, of Participant's participation in the Activities, including any injury caused by other participants or third parties.
4. **Hold Harmless and Indemnification:** As a condition of Participant's participation in the Activities, I/we agree to indemnify and hold harmless Releasees from and against any and all claims by Participant or anyone claiming for or through Participant for physical, psychological, or emotional injury or illness suffered by or impacting Participant as a result, directly or indirectly, of Participant's participation in the Activities, including any injury caused by other participants or third parties, as well as any and all claims by any third party for physical, psychological, or emotional injury or illness or damage to real or personal property based on or arising from, directly or indirectly, Participant's participation in the Activities or conduct in connection therewith. The indemnification responsibilities hereunder shall extend to all costs of defense and other expenses, including reasonable attorneys' fees, incurred in connection with any covered claims. I/we further agree to be liable for and reimburse Baller Evolution, LLC for any damage to equipment or facilities caused by Participant.
5. **Medical Care:** In the event of accident or emergency, when a parent or legal guardian of Participant is unavailable, I/we, on my/our own behalf and on behalf of the Participant, hereby authorize Baller Evolution, LLC and its representatives to make such arrangements as they consider necessary for the Participant to receive medical/hospital care, including necessary transportation. I/we, on my/our own behalf and on behalf of the Participant, consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. I/We understand that the resulting expenses will be my/our responsibility.
6. **Severability:** If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
7. **Voluntary Agreement:** I/We acknowledge that I/we have read this Waiver, Release and Indemnity Agreement and am/are aware of the legal consequences of signing this binding agreement. My/Our signature below indicates that I/we have read and freely signed this agreement. I/We further certify that I/we am/are legally competent to sign this agreement as the parent(s) and/or legal guardian(s) of Participant.

IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING

Participant: _____
(Print Name)

Parent/Guardian #1: _____
(Print Name)

(Signature)

Date

Parent/Guardian #2: _____
(Print Name)

(Signature)

Date

Emergency Contacts: Name: _____

Tel.: _____

Name: _____

Tel.: _____

RIGHT OF PUBLICITY RELEASE FORM

In sole consideration of the minor named below (the "Participant") being permitted to participate in athletic training and activities offered by Baller Evolution, LLC (the "Activities"), the undersigned parent(s) or legal guardian(s) of the Participant hereby agree(s) to the following terms and conditions:

I/We grant to Baller Evolution, LLC, the right to take photographs or video that may contain the likeness of me/us or Participant (the "Images") and to take, record, publish, or obtain testimonials or other statements from me/us and Participant (the "Statements"), and to use, copy, modify, adapt, distribute, publish, display, exhibit, and otherwise use, either in whole or in part, the Images, and Statements, and my/our and Participant's name for reasonable commercial and business purposes including but not limited to on Baller Evolution, LLC's website, on social media platforms, and in print or broadcast materials, at any time, irrespective of whether Participant continues to participate in the Activities; PROVIDED, HOWEVER, that the rights granted hereunder do not include the right to edit or manipulate the Images or Statements in such a way so as to materially misrepresent them or to use them in a way that would reasonably be expected to cause ridicule or severe embarrassment to Participant.

Participant: _____
(Print Name)

Parent/Guardian #1: _____
(Print Name)

(Signature) Date _____

Parent/Guardian #2: _____
(Print Name)

(Signature) Date _____