

**Authority to Register and/or to Act as Agent:** You represent and warrant to *Basketball Incubation PLC* that you have full legal authority to complete this registration on behalf of yourself and/or any party that you are registering (the “registered Parties”), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, *Basketball Incubation PLC* refers to all subsidiaries, affiliated entities or entities that control or are controlled by *Basketball Incubation PLC* singly or together and its officers, employees, contractors, subcontractors and agents. If you are registering a child under age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of the child’s information which you provide for the purposes of registration.

**Waiver:** YOU UNDERSTAND THAT PARTICIPATION IN THE ACTIVITY IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS AND ACTIVITIES MAY BE HELD IN FACILITIES OPEN TO THE PUBLIC DURING THE EVENT WHERE HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES UNCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT *BASKETBALL INCUBATION PLC* CANNOT MAKE GUARANTEES AS TO YOUR SECURITY OR THE SECURITY OF YOUR CHILD, AS FACILITY MAY BE OPEN TO THE PUBLIC AND ADULTS MAY BE ENTERING THE FACILITY. YOU AGREE TO HOLD *BASKETBALL INCUBATION PLC* HARMLESS OF OCCURENCES THAT TAKE PLACE OUTSIDE OF THE FACILITY IN WHICH THE ACTIVITY IS TAKING PLACE – I.E. SURROUNDING PARKING LOTS, ROADS, ETC. IN SITUATIONS WHERE TRAVEL IS REQUIRED, YOU AGREE TO HOLD *BASKETBALL INCUBATION PLC* HARMLESS FROM LIABILITY ASSOCIATED WITH ANY ACCIDENTS OR INCIDENTS ASSOCIATED WITH SUCH TRAVEL, AND UNDERSTAND THAT TRAVEL CARRIES WITH IT CERTAIN INHERENT RISKS OF VEHICULAR IMPAIRMENT OR AIRPLANE CRASH. IF A CHILD IS UNDER AGE OF 18 IS IN OUR CARE, YOU PERMIT US TO TAKE THEM TO EMERGENCY FACILITIES OR CONTACT 100 ON THEIR BEHALF, AS NECESSARY. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESANTATIVES OR ASSIGNS OF YOU OR REGESTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CEVENANT NOT TO SUE BASKETBALL INCUBATION PLC FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE ACTIVITY OR EVENT BY YOU OR ANY REGISTERED PARTY.

**Photography/Videography:** Events may be videotaped and/or photographed for use in the future marketing materials. By signing below, you acknowledge that you understand the likely event of professional or amateur photography and videotaping of the event in which you or your child participates, and agree to hold *Basketball Incubation PLC* or any of its subsidiaries, affiliates and contracted partners harmless from any claims that would arise out of any internet,

email or any other public display or dissemination of pictures and videos in which you or your child is displayed, portrayed or pictured. You further acknowledge and understand that you have no ownership rights to such photos/video/marketing material.

Indemnification: You agree to indemnify and hold *Basketball Incubation PLC* harmless from and against all damages, costs, claims or demands, including reasonable attorney's fees, made by third party due to arising from or relating to you use of *Basketball Incubation PLC* or the violation of this Agreement and Waiver.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT REQUIRED BY LAW.