

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Ryan Borowicz Basketball, LLC and Driveway Hoops, LLC athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Ryan Borowicz Basketball, LLC and Driveway Hoops, LLC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

As the parent or legal guardian of the child I am registering, in consideration of participating in sports camp activities at The Driveway, I hereby agree to release and discharge from liability arising from negligence Ryan Borowicz Basketball, LLC and Driveway Hoops, LLC, and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them on behalf of myself and my children, and also agree as follows:

- 1) I acknowledge that participating in sports activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include but are not limited to, broken bones, torn ligaments, or other injuries as a result of falls or contact with other participants. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2) I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the releases. My child's participation in this activity is purely voluntary and I elect to participate despite the risks.
- 3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releases from any all claims and demands or causes of action which are in any way connected with my participation in this activity, or my use of the equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. should releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4) I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such an injury to my dependent myself. I also represent that my dependent has no medical or physical condition which could interfere with his/her safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
- 5) In the event I file a lawsuit, I agree to do so solely in the state where the release facility is located, and I further agree that the substantive law of that state shall apply.
- 6) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if my dependent is hurt or my property is damaged during his/her participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____