

WAIVER and RELEASE of LIABILITY

(This form must be signed by a parent or guardian if the participant is under 18 years old.)

Participant's Name: _____ **Date of Birth:** _____

Date: August 12th & 13th 2023 - ChiTown Showdown

Team Name: _____

IN CONSIDERATION OF the risk of injury that exists while participating in Basketball Tryouts, Practices, Training Session, and Games (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I," or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity: and

I HEREBY release and forever discharge Midwest Youth Basketball Academy (MYBA Hoops), Chicago Korean Basketball Association (CKBA), Athletico Center, Canlan Sports, Joo H. Yoo, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

ASSUMPTION OF RISK: I understand that participation in the Midwest Youth Basketball Academy and CKBA involves the substantial risk of injury, including but not limited to cardiovascular stress, head and brain injuries including concussion, and damage to bones, joints, muscles, internal organs, and the spinal cord or column. I understand that the risk of such injuries cannot always be reduced or prevented despite the best efforts or due care by Midwest Youth Basketball Academy's coaches, volunteers, and staff. I further understand that any injuries I/my child suffer(s) during participation in the Basketball Activities could lead to permanent physical or mental impairment, cognitive deficits, paralysis or even death. I hereby assert that my/my child's participation in the Basketball Activities is voluntary, and that I knowingly assume all risk of injury.

MEDIA RELEASE: I hereby consent to the use of my/my child's photograph, image, voice, written and/or verbal statements ("materials") by Midwest Youth Basketball Academy and CKBA in its publications, videotaping, advertisements, brochures, websites, etc. I agree that MYBA may use my/my child's photo with or without my/my child's name for lawful purposes including

the above. I further acknowledge that there is no agreement or promise on the part of the MYBA to compensate me/my child in any way for the use of my/my child's materials in said manner. I hereby release MYBA from any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from the use of my/my child's materials. I also authorize the use of any information I provide to the MYBA with regard to my/my child's personal life and accomplishments for use in promotional materials.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have fully and carefully read this agreement and understand its terms. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY/MY CHILD'S RIGHT TO SUE AND/OR SEEK RECOVERY FROM MIDWEST YOUTH BASKETBALL ACADEMY FOR INJURIES AND CLAIMS RELATED TO MY/MY CHILD'S PARTICIPATION IN THE BASKETBALL ACTIVITIES.

I am signing this agreement freely and voluntarily, and if applicable, on behalf of my minor child. I acknowledge that my signature constitutes a complete and unconditional release of all liability to the greatest extent allowed by law.

Parent/Participant Signature

Print Name

Today's Date