



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being allowed to participate in any way in the USA Basketball program(s), team(s), game(s), clinic(s), event(s) or activity(ies) (the “Events”), I _____, the undersigned, on behalf of myself, and my participant child or ward (if applicable, in which case “I,” “me,” and “my” in the following provisions shall also apply to my participant child or ward, as appropriate), and my personal representatives, heirs, assigns, and next of kin, acknowledge and agree that:

1. The risk of injury from the activities involved in these Events is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, **the risk of serious injury does exist;**
2. **Participation in these Events involves a risk of exposure to, and illness from, infectious diseases, including but not limited to the novel coronavirus and COVID-19. While certain personal precautions and preventative actions may reduce this risk, the risk of serious illness, disability, and death will still exist;**
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS STATED IN SECTIONS 1 AND 2, ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
4. I hereby certify that I am healthy and capable of participating in the Events, am not exhibiting any symptoms of COVID-19, and have no reason to believe that I am infected with the novel coronavirus;
5. I willingly agree to comply with the stated and customary terms and conditions for participation. I also agree that I will inspect the facilities and equipment to be used, and if I observe any unusual hazard or anything unsafe during my presence or participation, I will bring this to the attention of USA Basketball and remove myself from participation immediately;
6. I will respect the spirit of fair play, clean game and non-violence, and behave accordingly on and off the court, and I agree to comply with and be bound by USA Basketball’s Code of Conduct, which can be found at this link: <http://www.usab.com/basketball/media/pdfs/online-forms-and-applications/usab-code-of-conductpdf.aspx>.
7. I further agree to abide and be bound by the Constitution (<https://www.usab.com/about/inside-usa-basketball/constitution.aspx>), the SafeSport Handbook (<https://www.usab.com/about/online-forms-and-apps/usa-basketball-safesport-handbook.aspx>) and other rules, regulations, policies and procedures of USA Basketball, as well as the rules, policies and procedures promulgated by the U.S. Center for SafeSport, as they may be amended from time to time. I agree to be subject to the jurisdiction of the U.S. Center for SafeSport and agree that any sanctions imposed by the Center extend to my participation in all USA Basketball events or activities, or events and activities of other NGBs, and that such sanctions may be posted publicly and may include information regarding the misconduct involved. Information about the U.S. Center for SafeSport can be found at this link: <https://safesport.org/>.
8. **I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE USA BASKETBALL, NBA ENTERTAINMENT, NBA PROPERTIES, INC. (“NBAP”), THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS (AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, COACHES, OFFICERS, DIRECTORS AND EMPLOYEES), OTHER PARTICIPANTS, OPERATORS, VENDORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH AN EVENT (COLLECTIVELY, “RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PRESENCE OR PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENTS, AND WHICH MAY BE ASSERTED BY ME OR ON MY BEHALF, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;**
9. **I HEREBY AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO MY PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENTS, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;**
10. I am responsible for all property I bring into the USA Basketball Event sites, and I agree that the Releasees shall have no responsibility for any loss of, or damage to, my property;
11. **I irrevocably grant to USA Basketball and its designees, agents and licensees (with no obligation to compensate me) the right and license, throughout the world, in any and all forms of media currently existing or hereafter created, to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit my name, nickname, initials,**



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autograph, facsimile signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph and/or electronic likeness and image and/or facsimile image of me in connection with (i) the promotion of the sport of basketball; (ii) the promotion or exhibition of one or more basketball events sanctioned or organized by USA Basketball; and/or (iii) any non-commercial use. I represent and warrant that I have the right to grant such consent on behalf of myself. Except as stated herein, I understand that USA Basketball may not use my image in a manner that creates or implies an endorsement of a commercial product or service without my prior consent.

12. I acknowledge and agree that my participation in an Event does **NOT** grant to me any right or license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, or transmit and video or audio footage (in any and all forms of media currently existing or created) from the Event without the prior express written consent of USA Basketball. This includes, without limitation, the use of video or audio footage on social media, YouTube or other comparable site, or in personal videos.
13. In the event that I suffer any injury, illness, sickness or other mishap while participating in, or in connection with, an Event, **I hereby authorize and consent to the administration of first aid and any other medical treatment deemed necessary by the USAB designated health care providers.**
14. I acknowledge and agree that (a) my refusal to accept any prize or other compensation from any contest or other activity in connection with an Event shall constitute a forfeiture of that prize and shall release the Releasees from any and all obligations in connection with such prize; (b) I am responsible for and shall pay all state and federal or other taxes on any and all cash and/or prizes I win; (c) I will indemnify and hold the Releasees harmless from and against any and all liability for any such taxes and agree that any of the Releasees may deduct or require payment of any such tax before delivery of a prize; and (d) any travel undertaken by me in connection with my acceptance or use of any prize shall be taken at my sole risk.
15. I agree that, in the event that I have any collegiate or high school eligibility remaining, I will so notify USA Basketball and will work with USA Basketball to take steps to avoid jeopardizing that eligibility. I further acknowledge and agree that (a) my refusal to accept any prize, compensation or consideration in connection with an Event shall constitute a forfeiture of such prize, compensation or consideration, and I hereby release the Releasees from any and all obligations in connection with such prize, compensation or consideration; (b) I remain at all times solely responsible for ensuring my compliance with any and all NCAA, national, state or local high school federation, or other regulations applicable to my collegiate or high school eligibility; (c) I will indemnify and hold the Releasees harmless from and against any and all liability for any such prize, compensation or consideration; and (d) any travel undertaken by me in connection with an Event shall be taken at my sole risk. **FURTHERMORE, I FULLY ACKNOWLEDGE, APPRECIATE AND UNDERSTAND THE RISK THAT MY PARTICIPATION IN AN EVENT, ACCEPTANCE OF ANY PRIZES, COMPENSATION OR CONSIDERATION, AND/OR NBAP'S OR USA BASKETBALL'S USE OF ANY MATERIALS COULD AFFECT ANY HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC ELIGIBILITY THAT I MAY HAVE, I FULLY ASSUME SUCH RISK, AND I RELEASE THE RELEASEES FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH FAILURE TO BE ELIGIBLE FOR HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC COMPETITION.**
16. I certify that I have **NOT**:
 - a. Been convicted of, received a deferred sentence or adjudication for, or pled guilty or no contest at any time for, have been charged with (a diversion agreement will be considered a charge unless and until the agreement is fulfilled and the charge(s) dismissed), or have a pending charge for, any felony or misdemeanor or other crime involving vehicular bodily harm, except as listed in the **Disclosures** form attached hereto. For purposes of clarity, this includes juvenile offenses if such offense would fall under any of these categories in the prior sentence, if they were committed by an adult.
 - b. Had any interim measures, suspension, sanctions, or other penalties imposed on me by any National Governing Body or the U.S. Center for SafeSport, except as listed in the **Disclosures** form attached hereto.
 - c. Had any interim measures, suspension, sanctions, or other penalties imposed on me by my school, university, school district, or another sport organization, except as listed in the **Disclosures** form attached hereto, for any physical violence, sexual misconduct, sexual harassment, or any misconduct resulting in expulsion.

Please check one:

- I certify that I have disclosed in the attached **Disclosures** form any and all of the above-describe offenses in this Section 16, if applicable to me.
- I certify that none of the above applies to me.



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17. I expressly agree that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of Colorado, USA, and is intended to be as broad and inclusive as is permitted by Colorado law, and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I expressly submit to the jurisdiction of all federal and state courts located in the State of Colorado.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, INCLUDING THAT I AM HEREBY GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT CONTRARY TO ANYTHING CONTAINED HEREIN HAVE BEEN MADE BY USA BASKETBALL OR ANY OF ITS EMPLOYEES OR AGENTS OR ANY OF THE OTHER RELEASEES. IF NOT SIGNED BY A PARENT OR LEGAL GUARDIAN BELOW, I REPRESENT THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I ACKNOWLEDGE THAT USA BASKETBALL AND EACH OF THE RELEASEES IS RELYING ON THE GRANT OF RIGHTS CONTAINED HEREIN. IF SIGNED BY A PARENT OR LEGAL GUARDIAN, THE PARENT OR LEGAL GUARDIAN HAS EXPLAINED THE RISK OF PARTICIPATING IN THE ACTIVITY AND SAFETY RULES TO THE MINOR AND MINOR UNDERSTANDS THE INHERENT RISKS AND AGREES TO FOLLOW ALL RULES OF PARTICIPATING.

Participant's Signature: _____ Age: _____

Print Name: _____

Date and City Where Signed: _____

To Be Completed by Parents/Guardians of a Participant Who Is of Minority Age

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL THE RELEASEES, AND, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO CERTIFY THAT THE RESPONSE TO SECTION 15 ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Parent/Guardian's Signature: _____ Print Name: _____

Date and City Where Signed: _____



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Disclosures pursuant to Section 16 (if additional, please include an attachment):

- Any deferred sentence or adjudication for, or plea of guilty or no contest at any time for, charge (a diversion agreement will be considered a charge unless and until the agreement is fulfilled and the charge(s) dismissed), or pending charge for, any felony or misdemeanor or other crime involving vehicular bodily harm. For purposes of clarity, this includes juvenile offenses if such offense would fall under any of these categories in the prior sentence, if they were committed by an adult.
- Any interim measures, suspension, sanctions, or other penalties by any National Governing Body or the U.S. Center for SafeSport.
- Any interim measures, suspension, sanctions, or other penalties imposed by my school, university, school district, or another sport organization, for any physical violence, sexual misconduct, sexual harassment, or any misconduct resulting in expulsion.

Name:

Offense	Date	Jurisdiction	Additional information