

Release of Liability

In consideration of the risk of injury while participating in 970 Hoops basketball (the "Activity"), and as consideration for the privilege to participate in the Activity, I hereby knowingly and voluntarily enter into this waiver and release of liability on behalf of the participant named below (the "Participant") and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the Activity, and do hereby release and forever discharge 970 Hoops, their affiliates, managers, members, agents, attorneys, staff, volunteers, predecessors, successors and assigns, for any physical injury, psychological injury, economical loss, or emotional loss that Participant may suffer as a result of taking part in the Activity, including traveling to and from an event related to this Activity.

I am aware of the risks associated with traveling to and from as well as participating in this Activity. I understand that injuries or outcomes may arise from my own, Participant's or others' conduct, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of participation in the Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless 970 Hoops against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by anyone, including attorney's fees and related costs if litigation arises pursuant to any claims. If 970 Hoops incurs any of these types of expenses, I agree to reimburse 970 Hoops.

I acknowledge that 970 Hoops and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of 970 Hoops.

In the event that Participant should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry personal health insurance.

In the event that any damage to equipment or facilities occurs as a result of Participant's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I agree to observe and obey all posted rules or warnings concerning the Activity and further agree to follow any oral instructions or directions given by 970 Hoops staff, volunteers, employees, representatives or agents.

I hereby give my consent for 970 Hoops to use or post pictures of the participant on advertising or informational postings including the 970 Hoops website.

I hereby certify that I am the parent or guardian of the participant named above and do hereby give my consent without reservation to the foregoing on behalf of this individual. I certify that I have read this agreement and that I fully understand its content. I am aware that this is a release of liability and a contract and that I am agreeing to it of my own free will.

In the event that any provision contained within this Release of Liability shall be deemed to be invalid, unlawful or otherwise unenforceable, the remainder of this Release shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Release of Liability shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

Participant Name

Signature (if over 18)

Parent/Guardian Name

Parent/Guardian Name

Parent/Guardian Signature

Parent/Guardian Signature