



## **WAIVER AND RELEASE OF LIABILITY**

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY EVENT, INCLUDING PRACTICE OR TOURNAMENT. BY SIGNING THIS AGREEMENT, THE PARTICIPANT AND PARENT/GUARDIAN, IF APPLICABLE, AFFIRMS HAVING READ IT.

IN CONSIDERATION of being allowed to participate in any way in the Texas Kingdom Sports, LLC., I, the undersigned, acknowledge, understand, and agree that:

1. I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH, and while particular rules of the sport, skills, equipment, and personal discipline may reduce this risk, THIS RISK OF SERIOUS INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY; and,

2. I KNOWINGLY AND FREELY ASSUME ANY AND ALL SUCH RISKS OF INJURY AND DISEASE, 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. If, however, I observe any unusually significant hazard during my presence or participation, or if I observe any concern in my readiness for participation, I will immediately bring such to the attention of the nearest official and remove myself from participation; and,

4. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS AND PROMISE NOT TO SUE TEXAS KINGDOM SPORTS, LLC. AND/OR TEXAS KINGDOM BASKETBALL, ITS MANAGERS, OWNERS, OFFICERS, OFFICIALS, VOLUNTEERS, EMPLOYEES, AGENTS, AND/OR OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, THE OWNERS AND LESSORS OF PREMISES USED FOR THE ACTIVITY ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY LAW.

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

(UNDER AGE 18 (or under such other age of consent as may be applicable in any given jurisdiction) AT TIME OF REGISTRATION)

This is to certify that I/we, as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to the release above regarding this participant's participation in any Texas Kingdom Sports team or event, but also for myself/ourselves, and my/our heirs, assigns and next of kin, to release and indemnify the Releasees from any and all Liability incident to my/our minor child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent

permitted by law. As parent(s)/legal guardian(s) for this participant, I/we also hereby give to Texas Kingdom Sports, LLC., the right to use the name, image and likeness (without any right of approval) of this participant for any use to promote Texas Kingdom Sports programs and teams.

**AUTHORIZATION - USE OF LIKENESS:**

Participants, or their legal guardian(s), in Texas Kingdom Sports events agree to be filmed and photographed by photographers authorized by Texas Kingdom Sports or the legal guardian(s) hereby give to Texas Kingdom Sports, LLC. the right to use their name, picture, and likeness (without any right of approval) for any use to promote the event in which they participate as well as to promote future events and activities of Texas Kingdom Sports, LLC. . The duration of this authorization shall commence with the Participant's registration with Texas Kingdom Sports, LLC. for any teams or events and continue before, during and for sixty (60) months after the conclusion of the Participant's participation in Texas Kingdom Sports, LLC. event or team.