

Release and Waiver from Liability

(required)

The UNDERSIGNED expressly acknowledges that sports and similar activities intrinsically involve risk of physical injury greater than those encountered in daily life, and by participating in sports and other activities; participants acknowledge and assume the risk inherent therein. Dr. James Naismith Basketball Foundation and Naismith Basketball Association accepts no responsibility, and shall not be liable, for any injury, illness, death, damage, loss, accident, expense, delay or other irregularity resulting from a participant's involvement in the 2009 Naismith 3 on 3 Basketball Tournament.

The UNDERSIGNED shall indemnify Dr. James Naismith Basketball Foundation and Naismith Basketball Association, its officials, employees and invitees against and hold the same harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including solicitors fees, arising out of, connected with, or resulting from the use of the equipment, facilities, and all associated buildings, grounds, and services supplied by Dr. James Naismith Basketball Foundation and Naismith Basketball Association pursuant to the terms of the tournament rules. Such indemnities shall survive the termination of the agreement for any reason.

The UNDERSIGNED hereby unconditionally and irrevocably consent, authorize and grant to the Dr. James Naismith Basketball Foundation and Naismith Basketball Association the right to use, reproduce, display, distribute and make derivative use of my voice, image and likeness (in any and all media) recorded while participating in the 2009 Naismith 3 on 3 Basketball Tournament for and on behalf of Dr. James Naismith Basketball Foundation and Naismith Basketball Association and acknowledge that no royalties, fees or other compensation whatsoever will be provided to me in connection thereto.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY and further agrees that no oral representation, statement, or inducement, apart from the foregoing written agreement, have been made.

PARTICIPANT'S NAME: _____ **DATE:** _____

SIGNATURE OF PARTICIPANT: _____

Declaration of Parent or Guardian

(required if Participant is under the age of 18)

I consent to my child (**name of child**) _____ participating in 2009 Naismith 3 on 3 Basketball Tournament and I assume all risks arising from or in anyway related to such participation. I therefore agree to indemnify Dr. James Naismith Basketball Foundation and Naismith Basketball Association, its officers, employees and invitees against and hold the same harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including solicitors fees, arising out of, connected with, or resulting from the use of the equipment, facilities, and all associated buildings, grounds, and services supplied by Dr. James Naismith Basketball Foundation and Naismith Basketball Association made by or on behalf of my child named above.

I hereby unconditionally and irrevocably consent, authorize and grant to the Dr. James Naismith Basketball Foundation and Naismith Basketball Association the right to use, reproduce, display, distribute and make derivative use of my child's voice, image and likeness (in any and all media) recorded while participating in the 2009 Naismith 3 on 3 Basketball Tournament for and on behalf of Dr. James Naismith Basketball Foundation and Naismith Basketball Association and acknowledge that no royalties, fees or other compensation whatsoever will be provided to me in connection thereto.

I certify that my child is in good physical and mental health and exceptions have been noted below.

Medical conditions:

I acknowledge reading this DECLARATION and understand the conditions contained herein and agree to abide by all the terms.

NAME OF PARENT OR GUARDIAN:

Print

Signature

RELATIONSHIP TO CHILD: _____ **DATE:** _____