

WAIVER OF LIABILITY, HOLD HARMLESS, AND MEDIA CONSENT AGREEMENT

In consideration for receiving permission to BE ON PREMISES under Lakes Basketball LLC and LEARN Athletics (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) the city my activity is based in, the facility location of my activity, LAKES BASKETBALL LLC, their owners, officers, directors, agents, employees, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend, and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of MINNESOTA:

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, along with the Media Consent information on the reverse side, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

MEDIA CONSENT

I also hereby grant Lakes Basketball LLC, and their agents the absolute right and permission to use photographic portraits, pictures, digital images, or videotapes of me, My Child, or in which My Child may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any Lakes Basketball LLC publications or websites, without payment or any other consideration.

I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein my or My Child's likeness appears, or the use to which it may be applied.

I hereby release, discharge, and agree to indemnify and hold harmless Lakes Basketball LLC and their agents from all claims, demands, and causes of action that I or My Child have or may have by reason of this authorization or use of my or My Child's photographic portraits, pictures, digital images or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing tending towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials.

I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release.

THIS IS A RELEASE OF LEGAL RIGHTS. READ IT CAREFULLY AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. YOU MAY OPT OUT OF THE MEDIA CONSENT PORTION OF THIS FORM BY EMAILING A CLEAR NOTICE TO LAKESBASKETBALLMN@GMAIL.COM

INWITNESS WHEREOF, I have signed this Waiver, Consent, and Agreement:

NAME OF PARTICIPANT: _____

DATE: _____

PARTICIPANT SIGNATURE: _____

(If participant is age 18 or older).

PARENT/GUARDIAN NAME: _____

SIGNATURE: _____

(If participant is under age of 18)