

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

**AGREEMENT BRYCE ALFORD BASKETBALL CAMP LLC**

**2024 BRYCE ALFORD BASKETBALL CAMP**

**PLEASE READ THE FOLLOWING CAREFULLY.** This Waiver of Liability, Assumption of the Risk, and Indemnity Agreement (hereafter sometimes referred to as the “Agreement”) is a legally binding obligation to release certain individuals, entities, and their affiliates, from all known or unknown obligations. This instrument affects important legal rights. If you have any questions, have them answered BEFORE agreeing to these terms.

**THE EVENT(S):** The Bryce Alford Basketball Camp LLC (hereafter sometimes referred to as “Bryce Alford Basketball Camp” or “BABC”) is conducting various community events to be held on July 15, 2024 – July 18, 2024 (hereafter referred to as the “Event(s)”) at La Cueva High School- 7801 Wilshire Ave NE, Albuquerque, NM 87122. I acknowledge that executing this Agreement, on behalf of myself, or my child as applicable,

serves as an inducement for and condition to allowing the camp participant to participate in the Event(s). I agree to the terms of this Waiver of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”). I agree to abide by all ordinances and all rules, regulations, and directions, if any, of the Events. I also hereby authorize the Released Parties (as defined below) and any news media, radio, movie, or TV producer having permission from or action for the benefit of any Released Party, to show and reproduce my name, photograph, pictures, films and likeness taken of me by any of the foregoing.

**WAIVER; COVENANT NOT TO SUE; AND INDEMNIFICATION: I, FOR MYSELF AND ON BEHALF OF MY SPOUSE, IMMEDIATE FAMILY, CHILDREN, TRUSTEES, BENEFICIARIES, HEIRS, DESCENDANTS, ADMINISTRATORS, PERSONAL REPRESENTATIVE, AGENTS, EXECUTORS AND ASSIGNS, PAST AND PRESENT (COLLECTIVELY, THE “RELEASING PARTIES”), DO HEREBY RELEASE, WAIVE, AND DISCHARGE BABC, BABC’S AFFILIATES AND ALBUQUERQUE CITY SCHOOLS AND THEIR RESPECTIVE TRUSTEES, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ALL CLAIMS, DAMAGES, AND LIABILITIES ARISING OUT OF, RELATING TO, OR IN ANYWAY ASSOCIATED WITH THE EVENTS AND/OR SUFFERED BY ME, MY CHILD, AND/OR BY ANY OTHER PERSON DURING ANY OF THE EVENTS (THE “RELEASED CLAIMS”). THIS RELEASE AND WAIVER INCLUDES WITHOUT LIMITATION ANY CLAIM RELATING TO ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY RELEASED PARTY IN PLANNING, SPONSORING, ORGANIZING, OR CONDUCTING ANY OF THE EVENTS.**

**IN CONNECTION WITH THIS AGREEMENT, I PROMISE NOT TO SUE OR BRING ANY LEGAL ACTION AGAINST ANY RELEASED PARTY FOR ANY RELEASED CLAIM, AND I WILL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY RELEASED CLAIM BROUGHT BY ANY RELEASING PARTY, INCLUDING ALL COSTS, DAMAGES, AND FEES RELATED THERETO (INCLUDING ACTUAL ATTORNEYS’ FEES REASONABLY INCURRED).**

**ASSUMPTION OF RISKS:** Participation in the Event(s) involves certain inherent risks that cannot be

eliminated regardless of the care taken to avoid injuries. The specific risks vary. The risks include, but are in no way limited to, minor injuries such as scratches, bruises, broken bones, concussions, and soreness, to major injuries resulting in paralysis, or even possible death. I acknowledge that these risks exist and are associated with participation in the Event(s). I hereby knowingly and voluntarily assume such risks, regardless of any instruction provided by any of the Released Parties or third parties participating in the Event(s).

**SEVERABILITY; GOVERNING LAW; VENUE**: I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of New Mexico and that if any portion of the agreement is held invalid, I agree that the remaining valid portions of the agreement shall, nevertheless, continue in full legal force and effect. New Mexico law governs the Agreement. Any litigation relating to this Agreement shall be brought in a state or federal court, as appropriate, in Bernalillo County, New Mexico.

I REPRESENT, WARRANT, AND CERTIFY THAT (A) I AM OLDER THAN 18 YEARS OF AGE, (B) I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) PARTICIPATING IN THE EVENT(S), IF AND AS APPLICABLE, (C) I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING ANY RIGHT TO SUE, AND (D) I HAVE FULL LAWFUL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. I ACKNOWLEDGE THAT I AM AGREEING TO THESE TERMS FREELY AND VOLUNTARILY, AND I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I ACKNOWLEDGE THAT BY READING THIS, I HAVE BEEN MADE AWARE OF THE OPPORTUNITY TO OBTAIN LEGAL COUNSEL ON MY BEHALF TO REVIEW THIS DOCUMENT PRIOR TO SIGNING THE AGREEMENT.

\_\_\_\_\_  
NAME OF ADULT PARTICIPANT SIGNATURE OF ADULT PARTICIPANT

\_\_\_\_\_  
DATE

**FOR PARTICIPANTS OF MINORITY AGE (UNDER THE AGE OF 18):** This is to certify that I, as parent or legal guardian with legal responsibility for this participant, consent and agree on this participant's behalf to the terms of this Agreement.

\_\_\_\_\_  
NAME  
OF PARENT, GUARDIAN (PLEASE PRINT) NAME OF MINOR PARTICIPANT (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN DATE