

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

BRYCE ALFORD BASKETBALL CAMP LLC

2023 BRYCE ALFORD BASKETBALL CAMP

**PLEASE READ THE FOLLOWING CAREFULLY** . This is a legally binding obligation to release certain person 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 is conducting various community events (Bryce Alford Basketball Camp) to be held on July 17, 2023 - July 20, 2023 "Event(s)". I acknowledge that as an inducement for and condition to TF allowing the (or my children, as applicable) 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 Release 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, but the risks range from minor injuries such as scratches, bruises, and soreness, to major injuries and 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 is 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 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.

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NAME OF ADULT PARTICIPANT SIGNATURE OF ADULT PARTICIPANT

**FOR PARTICIPANTS OF MINORITY AGE:** 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. \_\_\_\_\_

