

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**  
**(“Agreement”) for**  
**THE OWEN FOUNDATION, INC. BASKETBALL CAMP (“Event”)**

In consideration of being allowed to participate in any way in the Event, the undersigned acknowledges, appreciates, and agrees that:

1. In consideration of participating in the Event, I represent that I understand the nature of the event and that I (and/or my minor child) am (are/is) qualified, in good health, and in proper physical condition to participate in the Event. I fully understand the event involves risks of serious bodily injury which may be caused by my own actions or inactions, by the actions of others participating in the Event, or by conditions in which the Event takes place. I fully accept and assume all such risks and all responsibility for losses, costs, and/or damages I (and/or my minor child) may incur as a result of my (and/or my minor child's) participation. I acknowledge that at any time that if I (we) feel that the event conditions are unsafe, I (and/or my minor child) will discontinue participation immediately.
2. If, during my participation in the Event, I should need emergency medical treatment and I (and/or my minor child) am (are/is) not able to give my consent for or make my own arrangements for that treatment because of my injuries, I authorize The Owen Foundation, Inc. to take whatever measures are necessary to protect my health and well-being, including, if necessary, hospitalization.
3. Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I (and/or my minor child) knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my (and/or my minor child's) participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases.
4. I (and/or my minor child) release, indemnify, covenant not to sue, and hold harmless The Owen Foundation, Inc., its administrators, directors, agents, officers, volunteers, employees and other Event participants, and sponsors, advertisers (“Releasees”), and if applicable, any owners and lessors of premises on which the activity takes place from all liability any losses, claims (other than that of the medical accident benefit), demands, costs, or damages that I (and/or my minor child) may incur as a result of participation in the Event and further agree that if, despite this “Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement,” I, or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant: \_\_\_\_\_

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against injury. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_