



**HOOPS Life**™

**HOOPS Pat Burke's Training Facility, LLC**

**POLICIES AND RELEASE OF LIABILITY WAIVER**

THIS POLICIES & RELEASE OF LIABILITY WAIVER Agreement ("Agreement") is executed by \_\_\_\_\_ as parent or legal guardian of \_\_\_\_\_ ("Participant"), whose address is \_\_\_\_\_. The Participant is enrolled in and participating in the HOOPS Life program through HOOPS Pat Burke's Training Facility, LLC and HOOPS Life Cares, Inc., (jointly and severally referred to as "Burke" and or "HOOPS") whose mailing address is 15839 Old US Hwy 441 Tavares, Florida 32778 or such other location as HOOPS Pat Burke's Training Facility, LLC ("Burke") may host, sponsor, or conduct an event. Since Participant referenced above is a minor child, by signing below the parent of the child hereby affirms that she/he is the legal parent and/or guardian of Participant and has the authority to enter into this Agreement on behalf of Participant.

HOOPS Pat Burke's Training Facility, LLC is in the sports business providing, but not limited to the following: sports training, facilities, equipment, physical conditioning and training, coaching, personal training and related sports activities. The above activities and other activities further referenced hereafter are collectively hereafter referenced as "HOOPS".

HOOPS Pat Burke's Training Facility, LLC is the business entity conducting the above and is hereafter referenced as "Burke".

In consideration for being allowed to participate in HOOPS, I hereby release, indemnify, hold harmless, and forever discharge Burke, its employees, directors, officers, members, owners, instructors, coaches, agents, managers, affiliates, volunteers, and assigns (hereinafter collectively referred to as "Staff") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any property loss, property damage, personal injury (including but not limited to broken bones, sprained joints, concussions, paralysis, or death), or any other damage whether to person or property that may be sustained by Participant or to any property belonging to Participant while participating in HOOPS.

I further agree to the following Policies, Releases, and Waivers, as evidenced by my initials in by the individual paragraphs and my signature on the last page, below.

(Initials)

1. Cancellation Policy. Payment for the above-named Participant is due in accordance with program guidelines. In the event of a cancellation, there shall be **no refund or credit** unless the reason for the cancellation is for a medical or family emergency and approved by Burke, its policy(ies), or its Staff prior to the start of participation in HOOPS.

2. Medical Disclosures. I hereby affirm that Participant has been examined by a licensed physician and is physically able to participate in HOOPS. Participant has the following allergies and/or medical conditions:

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Participant is currently taking the following medications:

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**3. Insurance Information: Responsibility for Payment.** I acknowledge that Burke is only able to treat basic minor injuries (e.g. scratches, bruises, sprains) and that no other medical professionals are guaranteed to be present during HOOPS. Notwithstanding the foregoing, I hereby agree to allow Participant to be treated by any medical professional(s) deemed necessary and appropriate in the sole and absolute discretion of Burke and/or its Staff for the duration of Participant's involvement with HOOPS. Such care and/or treatment shall include, but not be limited to, emergency medical care, paramedical respiratory treatment, and surgery. I further agree to assume, to be responsible for, and to pay for all costs and expenses associated with such treatment or care regardless of whether I currently have or expect to have insurance coverage in the future. I hereby authorize Burke and/or its Staff to disclose any and all medical information in its possession to any professional(s) treating Participant and to my insurance company for purposes of payment of any claim(s) arising out of or related to any medical care and/or treatment provided to Participant in any way arising out of or related to HOOPS.

My insurance information is as follows:

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Name of Insured

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Insurance Company Name

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Insurance Company Address

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Policy Number

**4. Assumption of Risk.** The physical activities conducted by Burke and associated with HOOPS, by its nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. In addition, accidents and other participants increase the likelihood of these risks. HOOPS involves strenuous exertions of strength, speed, and agility using various systems of the body (muscles, skeletal structures, cardiac functions, respiratory functions, etc.), many of which involve quick movements and sustained physical activity which place stress on the body's systems. The specific risks range from one activity to another but range from 1) minor injuries including, but not limited to, scratches, bruises, and sprains; to 2) major injuries including, but not limited to, damage to the eye, broken bones, back injuries, and concussions; to 3) catastrophic injuries including, but not limited partial or full paralysis and death. By initialing above, I acknowledge having read this paragraph and that I know, understand, and appreciate the risks identified herein and that such risks are not a complete list of possible injuries that may or could occur during participation in HOOPS. I further assert that Participant's participation in HOOPS is voluntary and I hereby assume all of the risk associated with or arising out of or related to HOOPS.

**5. HOOPS Conduct.** I hereby understand and acknowledge that Burke and/or its Staff will not be held liable for any harm or damage that may come to Participant as a result of the negligent, grossly negligent, or intentional acts of another HOOPS participant, guest, invitee, or observer. I further understand and acknowledge that the Burke reserves the right to remove or dismiss any participant from HOOPS as a result of misconduct. For purposes of the Agreement, "misconduct" shall include any action, inaction, or expression which, in the

sole and absolute discretion of the Burke Staff is violent, abusive, unnecessarily rough or aggressive, or otherwise unbecoming of a HOOPS participant. In the event of removal for misconduct, I understand that no refund of any kind shall be provided.

6. Special Needs. I understand and acknowledge that Burke is not equipped to accommodate individuals or children that require special or additional care, help, or support due to a mental or physical disease, injury, or disability to participate in HOOPS' activities. I further affirm and warrant that Participant does not require any special accommodation(s) in order to participate in HOOPS.

7. Authority. By initialing this paragraph and signing below, I warrant, affirm, and acknowledge, that I have agreed to all of the terms of this Agreement and that I have authority to accept the terms and conditions of this Agreement and that all rights waived herein are done so as consideration for my participation in HOOPS. If I am a Parent or Guardian, I warrant and affirm that I have the legal authority to sign for both myself and my child and that I knowingly waive the rights identified herein to the full extent that I am permitted to do so by law.

8. Indemnification and Hold Harmless. I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND TO REIMBURSE ON DEMAND Burke and all individuals and/or entities related to Burke and their respective directors, officers, members, owners, shareholders, employees, agents, managers, instructors, coaches, volunteers, partners, attorneys, licensees, affiliates, successors, Staff, endorsers, partners, joint venturers, sponsors, advertisers, and assigns ("Indemnified Parties") FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, BODILY INJURY(IES), PROPERTY DAMAGE, OBLIGATIONS, PENALTIES, FINES, CLAIMS, LITIGATION, DEMANDS, DEFENSES, JUDGMENTS, SUIT PROCEEDINGS, ADMINISTRATIVE ORDERS, CONSENT AGREEMENTS, COSTS, DISBURSEMENTS, OR EXPENSES OF ANY KIND OR ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPERT FEES AND DISBURSEMENTS arising out of or related to or in any way arising out of or related to the acts or omissions of me or my child(ren) ("Indemnitors") and arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to HOOPS; (ii) any breach by the Indemnitors of any term of this Agreement; and (iii) the cost, including, but not limited to, court costs and reasonable attorney's fees incurred in enforcing this indemnification provision. The obligation of Indemnitors is joint and several.

9. Authorization of Photographs, Recordings, Name and Likeness. I irrevocably permit, consent to, and authorize HOOPS PAT BURKE'S TRAINING FACILITY, LLC and/or HOOPS LIFE CARES, INC., and its employees, independent contractors, agents, officers, directors, personnel, and volunteers who are acting on its behalf (collectively "HOOPS") to (i) photograph my child, (ii) video and audio record my child, and (iii) reproduce, copyright, publish, distribute or otherwise use those photographs, recordings, or other likeness of my child for purposes related to the mission, business, and activities of HOOPS, including publicity, marketing, and promotion of HOOPS and its various programs. I understand my child's name, photographs, recordings, or likeness may be copied and distributed by means of various media, including video presentations, television, newsletters, mailouts, billboards or signs, brochures, emails, placement on HOOPS's websites, or newspapers. I also understand that HOOPS cannot warranty or guarantee that any further dissemination of my child's name, photograph or likeness will be subject to HOOPS's supervision or control. Accordingly, I expressly release and discharge HOOPS and Burke from any and all liability related to the use or dissemination of my child's name, photographs, recordings, or likeness. Furthermore, I expressly waive any and all privacy rights that would otherwise have been accorded to these recordings or other media in accordance with sections 1002.20 and 1002.22 (2004), Florida Statutes.

10. Severability. I hereby understand and expressly agree that the foregoing waivers, assumption of risk, and indemnification and hold harmless provisions of this Agreement are

intended to be as broad and inclusive as is permitted by the laws of the State of Florida. in the event any provision(s) of this Agreement is found to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then such provision(s) shall be revised by said court so as to effectuate the intention of said provision(s) and the remainder of this Agreement shall remain in full legal force and effect.

11. Governing Law; Jurisdiction; Venue; Mediation. This Agreement shall be governed by and construed according to the laws of the State of Florida. In any action arising out of or related to this Agreement, the exclusive jurisdiction shall be the appropriate court(s) of Lake County, Florida. Notwithstanding the foregoing, to facilitate the resolution of any dispute arising out of or related to HOOPS and me and/or my child(ren), the parties hereby agree that no less than thirty (30) days before commencing any legal proceeding against the other party, the dispute will first be submitted to mediation in Lake County, Florida.

12. Attorney's Fees. In the event of any legal action arising out of or related to this Agreement in which Burke and/or Staff is/are the prevailing party(ies), I hereby agree to reimburse Burke and/or Staff for all reasonable attorney's fees and court costs incurred by Burke or Staff in bringing and/or defending the action.

13. Acknowledgement as to Arrival, Departure and Presence at HOOPS. I acknowledge and agree that Burke and HOOPS, and its employees, independent contractors, agents, officers, directors, personnel, and volunteers who are acting on its behalf are not responsible for and do not monitor, regulate, or control my child's presence at the HOOPS Facilities or the arrival or departure of my child from the HOOPS Facilities. I affirm that my child is free to enter and leave the HOOPS Facilities before, during and after their participation in the classes, programs, training sessions, games or other activities of Burke or HOOPS without the supervision or involvement of HOOPS. I acknowledge and agree I will be solely responsible for (i) my child's presence, arrival and departure from the HOOPS Facilities and (ii) ensuring my child's safety related to that presence, arrival and departure. In so agreeing, I understand that the HOOPS Facilities is located on a high traffic road and is open to the public. As a result, I assume all risks associated with my child's presence, arrival and departure from the HOOPS Facilities and release HOOPS from any and all liability related thereto.

I hereby acknowledge having read this Agreement in full and that I fully understand its terms including that I am giving up or waiving substantial legal rights, including my right to sue. I also acknowledge that I am signing this Agreement freely and voluntarily and I intend by my signature below to provide to Burke a complete and unconditional release of all liability to the greatest extent permitted by law. By signing below, i hereby agree to all of the terms of this Agreement, including waivers of liability, waivers of the use of my and/or child(ren)'s name and likeness, and indemnification, regardless of whether I initialed the individual paragraphs above.

**PARTICIPANT:**

PRINT NAME: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN OF PARTICIPANT:**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_\_