

**WAIVER AND RELEASE OF LIABILITY/  
AGREEMENT TO INDEMNIFY, TO ASSUME ALL RISKS and NOT TO SUE**

***Please read this contract carefully.  
It releases SHOOT BASKETBALLS NOT PEOPLE  
from liability and waives certain rights.***

In consideration of being permitted to participate in all programmatic and recreational activities, for example but not limited to, basketball, running, weight training, communication and team-building skills, that may be conducted in a variety of environmental settings, including but not limited to basketball courts (indoor and outdoor), offices, and the outdoors (the "Activities"), with Shoot Basketballs NOT People ("SBNP"), I, the "Participant", \_\_\_\_\_ (or, if the Participant is under the age of 18, I, as parent or legal guardian on the Participant's behalf) \_\_\_\_\_ understand, acknowledge, and contractually agree to be legally bound by the terms as set forth below (the "Agreement"):

**1. Acknowledgement of Dangers and Risks:** I have voluntarily elected to participate in certain Activities with SBNP. I understand, acknowledge, and agree that participating in the Activities can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activities with SBNP involves certain inherent dangers and risks that cannot be eliminated or controlled by SBNP, the presence of which are integral to the nature of the Activities. I understand and agree that the inherent dangers and risks that could cause physical or emotional injury or death include, but are not limited to, the following: over-heating; heat exhaustion or stroke; physical injury; lacerations due to injurious contact with objects or others; slipping, tripping, or falling; injury caused by terrain; vehicular injuries; injuries caused by aiding other participants; injuries caused by using, moving, or lifting equipment; exposure to tick bites; bee or wasp stings; moving objects associated with extreme weather; temperature fluctuations; wind; hail; storms and lightning; exposure to allergens; mental or physical shock; burns or burning associated with hot surfaces and sun exposure; overexertion; fatigue; dizziness or disorientation; diminished reaction time; negligence by other participants; all manner of outdoor injuries including concussion, brain injury, spinal injury, broken, sprained or bruised bones, muscular or ligament strains or tears, internal injury, sickness or disease; exposure to food-borne, water-borne, vector-borne, or airborne pathogens, bacteria, and viruses, including but not limited to contraction of Covid-19; exacerbation of Participant's own health condition(s); hypothermia, sunburn, heatstroke, dehydration, hyponatremia; errors in volunteer, employee, coach, teacher, or leader judgment or skill; inadequate or incorrect medical care; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that SBNP has done its best to list the known and foreseeable risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

**2. Acknowledgement of Limitations of Equipment:** I acknowledge and agree that any and all equipment provided by SBNP may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge and agree that this equipment is no guarantee of my safety, nor will protect me from all injuries, including the types of injuries that such items are designed to prevent. I understand that if I provide my own equipment, I am responsible for its maintenance and proper use.

**3. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activities despite understanding the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**4. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of carefully listening and attending to all safety and other instructions given to me, whether in writing or verbally, and I agree to follow all SBNP coach, leader, or instructor

instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with SBNP the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I am not relying on any prior oral, written, or visual representations made by SBNP, including in any website or promotional materials, to induce me to participate in any Activities.

**5. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for SBNP's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE SHOOT BASKETBALLS NOT PEOPLE**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurers, agents, employees, volunteers, representatives, assignees, members, officers, directors, shareholders, and non-profits, (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activities, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not including gross negligence or intentional conduct).

**6. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activities. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, undersigned will be required to pay back to each Released Party all sums of money incurred by, or paid by or on behalf of, any of the Released Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**7. Authorization to Receive Medical Treatment:** In the event of an emergency medical situation, I hereby: 1) consent to emergency medical treatment and transportation to a medical facility or hospital; 2) agree to pay all costs associated with any and all medical care, rescue, or any related transportation provided for me; and 3) agree to hold SBNP and each Released Party harmless from any and all claims associated with such medical care and/or related transportation.

**8. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activities and sign this document out of a desire to have the Participant be allowed to participate in the Activities. I represent that I am a **legal** parent or guardian of the minor Participant.

**9. Representation of Capacity to Contract, and Acknowledgement that Agreement is a Binding Contract:** As Participant or as parent or legal guardian of a minor participant, I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon myself, my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

**10. Agreement to Application of Pennsylvania Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activities shall be governed by Pennsylvania law, and that the exclusive jurisdiction for any claim shall be in the Court of Common Pleas of the State of Pennsylvania, County of Philadelphia, without

regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**11. Media Release:** I agree that SBNP may utilize any photograph or video (the "Media") of me participating in the Activities for any purpose, and that any such Media is the property of SBNP. I waive all rights of publicity or privacy or pre-approval and agree that I am not entitled to any payment, royalty, proceeds or other benefits in connection with its use.

**12. Severability:** I agree that if any sentence, clause, paragraph or part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

**13. Miscellaneous Provisions:** This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Printed Full Name of Participant**

\_\_\_\_\_  
**Date**

If the Participant is *less than 18 years of age*, their parent or legal guardian must sign below (and, if the Participant has more than the undersigned parent(s) and/or legal guardian(s), the undersigned covenants, warrants and represents that they are executing this Release on behalf of, and as an agent for, any other parent(s) and/or legal guardian(s) of the Participant):

\_\_\_\_\_  
**Signature of parent or legal guardian**

\_\_\_\_\_  
**Printed full name of parent or legal guardian**

\_\_\_\_\_  
**Date**

**EMERGENCY CONTACT INFORMATION FOR PARTICIPANT**

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_