

PARTICIPATION AND INDEMNITY AGREEMENT

Refunds: There will be no refunds. Initialed by: _____

I understand and hereby affirm relative to my and/or my child's participation in any activity at House of Sports, with Chris Ward Basketball Inc., that involves physical exercise or exertion that I am to follow the advice of my personal physician, including any restrictions, recommendations or instructions which my personal physician has provided. I am freely and voluntarily participating in physical activity which involves physical exercise and/or exertion at House of Sports, with Chris Ward Basketball Inc., located at 1 Elm Street, Ardsley, NY 10502.

I, on behalf of myself, my beneficiaries, heirs and assigns, covenant and agree to indemnify, protect, defend and save harmless House of Sports, with Chris Ward Basketball Inc., their agents, representatives, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns from and against any and all damages, losses, charges, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses, including, without limitation, all reasonable attorneys' fees, which may now or in the future be undertaken, suffered, paid, awarded, assessed, imposed, asserted or otherwise incurred by House of Sports, with Chris Ward Basketball Inc., their agents, representatives, employees (former, current or future employees), members, officers, directors, officials, successors and/or assigns relating to, resulting from or arising out of my use and/or participation at House of Sports, with Chris Ward Basketball Inc., located at 1 Elm St., Ardsley, NY 10502, including but not limited to any loss or liability to my person or property, or to that of any other person or property.

Additionally, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID- 19 is extremely contagious and spreads from person-to-person contact.

House of Sports, along with Chris Ward Basketball, has put in place preventative measures to reduce the spread of communicable diseases; however, we cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we've implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of utilizing our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident

to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Photographs and/or video are occasionally taken of program and event participants at House of Sports, with Chris Ward Basketball Inc. These photographs may be used to promote future programs and events. NO REFUNDS. Camp credit only. I/We have read, understand and agree to comply with the Participation and Indemnity Agreement as outlined above.

Signature:* _____ **Date:** _____

Print Name: _____

Emergency Name and Phone # : _____