



WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in or use the activities, programs, facilities, and equipment provided by or owned by Legacy Hoops LLC or its affiliates (collectively "Legacy Hoops"), the undersigned participant (referred to as "I", "me", or "participant") hereby acknowledge and agree:

____ (initials) I fully understand that participation in any sports, physical training, or athletic activities, including basketball, volleyball, or pickleball (the "Activities") at Legacy Hoops potentially involves inherent risks, including but not limited to, physical injury (including serious injury, permanent disability and death), accidents, collisions/falls, equipment failure, court conditions, the actions of other participants or staff, and severe social, physical, and economic losses. Further, by participating, there may be other risks not known to me or not reasonably foreseeable at this time. **I have had the opportunity to ask questions of Legacy Hoops and I understand I can decline to participate.**

____ (initials) I affirm that I am knowingly and voluntarily participating in the Activities with an express understanding of the risks involved and hereby expressly agree and promise to accept and assume all risks in the Activities and accept personal responsibility for the damages or losses following such injury, permanent disability or death.

____ (initials) I **FOREVER WAIVE ANY CLAIMS AND FULLY AND FOREVER RELEASE AND DISCHARGE AND COVENANT NOT TO SUE LEGACY HOOPS** or its members, agents, volunteers, participants, employees and all other persons or entities acting in capacity on its behalf (collectively, the "Released Parties"), from any and all liability to me, my children, my parents, my heirs, my personal representative(s), and assigns, from any and all claims, demands, losses, damages, actions, rights of action of whatever kind or nature, which I have or may hereafter have, arising out of, in consequence of, or on account of any injuries or incidents which may occur due to my participation in the Activities or my use of Legacy Hoops' equipment or facilities, including such claims which allege negligent acts or omissions of Legacy Hoops. My waiver expressly excludes any intentional or reckless conduct by Legacy Hoops.

____ (initials) I hereby authorize Legacy Hoops and its representatives to seek and obtain medical or dental treatment on my behalf or on behalf of my minor child (as applicable) in the event of an emergency during my or my minor child's participation in the Activities. This authorization includes, but is not limited to, the administration of first aid, the use of emergency medical services, and transportation to a medical facility. I acknowledge that **I am responsible for any costs incurred as a result of such medical treatment and any related medical transportation and/or evacuation. I RELEASE AND HOLD HARMLESS LEGACY HOOPS, ITS STAFF, VOLUNTEERS, AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURIES, CLAIMS, DAMAGES, OR EXPENSES ARISING FROM OR RELATED TO SUCH MEDICAL TREATMENT.**

____ (initials) I hereby **AGREE TO ASSUME ALL FINANCIAL RESPONSIBILITY FOR AND PAY ALL EXPENSES INCURRED BY ME AS A RESULT OF PARTICIPATION IN THE ACTIVITIES**, including expenses relating to loss or damage to property and expenses incurred due to medical treatment required by me, including expenses not covered by or which exceed coverage limitations of any applicable medical or other insurance policy. **I AGREE TO INDEMNIFY AND HOLD LEGACY HOOPS AND OTHER RELEASED PARTIES HARMLESS** with regard to any expenses advanced by any of them, including those advanced to secure timely medical treatment.

____ (initials) I hereby **AGREE TO BE FINANCIALLY RESPONSIBLE FOR, and TO PROMPTLY PAY LEGACY HOOPS FOR**, any damage to Legacy Hoops' building, facilities, equipment, or other property caused by my negligent, careless, reckless, or improper use of the same, including damage caused by my failure to follow posted rules, staff instructions, or customary standards of safe and appropriate use.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY. I UNDERSTAND THE RISKS AND I UNDERSTAND AND TAKE FULL RESPONSIBILITY FOR MY OWN HEALTH AND WELL-BEING. If any provision of this Waiver and Release of Liability is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

Dated _____ [Signature of Participant]

Name: _____ Email: _____

PARENT'S OR GUARDIAN'S AGREEMENT & ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of my minor child, named above, being permitted by me to participate in Legacy Hoops' Activities and further to use its equipment and facilities, I consent to my minor child's participation in the Activities and I agree to the terms set forth above and to be bound by those terms, on behalf of my minor child and me. I agree to indemnify and hold harmless from any and all claims which are brought by, or on behalf of my minor child, and which are in any way connected with such use or participation by my minor child.

Parent/Guardian _____ Print Name _____ Date _____ Parent Email: _____