

## WAIVER AND RELEASE FORM

**PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.**

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

In consideration for allowing me ("Participant") to participate in SF Hoops Basketball League between the approximate dates of October 30, 2023 and December 20, 2023 (together with all practice, training, scrimmage and other related activities) (together, the "Program"), I, as Participant, and on behalf of my heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I am over 18 years of age. I acknowledge that I am not required to participate in the Program. My participation is voluntary and solely for my benefit and entertainment. I understand that I can withdraw from the Program at any time. I understand and acknowledge that basketball is an action sport and that natural and/or man-made conditions may exist on the surface of the basketball court or in connection with the game of basketball which may present a significant risk of personal injury to me. I further understand and acknowledge that my participation in the Program may require me to engage in strenuous and/or potentially dangerous activities. I am not aware of any reason, medical or otherwise, why I should not participate in the Program, and **I am prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of participating in the Program, including, without limitation, the risk of being injured during play.**

2. **I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND I COVENANT NOT TO SUE ANY PARTICIPANTS IN THE PROGRAM** or their respective partners, owners, stockholders, directors, officers, employees, agents, representatives, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which I may have or hereafter have against the Indemnified Parties by reason of any injuries that I may sustain, whether to my person and/or property, as a result of or incident to the Indemnified Parties' negligence (whether active or passive), my participation in the Program, and/or any and all risks assumed by me hereunder.

3. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the

Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

5. **I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES, MY PARTICIPATION IN THE EVENT, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**

6. This Release shall be governed by and construed in accordance with the laws of the State of California.

**I, PARTICIPANT, HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.**

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name \_\_\_\_\_