

**2022 SUPER FEST BASKETBALL CLINIC AND SCRIMMAGE, CHEERLEADING CLINIC AND PERFORMANCE AND FAN FEST**

**Waiver and Release of Liability and Photographic Consent**

The undersigned Participant(s) and/or Volunteer(s) desire to participate in the Basketball Clinic and Fan Fest (the "Event"), hosted by certain organizations, including without limitation, The Matthew Foundation Inc, Rauner Family YMCA, YMCA of Metropolitan Chicago, Lurie's Children's Hospital of Chicago, Advocate Healthcare, Ups for Downs, Alexian Brothers Autism Spectrum & Developmental Disorders Resource Center, Down Syndrome International, Disability Rights Legal Center, Nike, and all organizations supporting or related to Super Fest (collectively, referred to as "Organizations").

The undersigned Guardian (if applicable), as listed on the signature page, hereby represents that he or she is, in fact, lawfully acting in such capacity, has full authority as the parent or legal guardian of the Participant(s) to bind the Participant(s) to this Release, has consented to the Participant(s)'s participation in the Event, and agrees individually and on behalf of the Participant(s) to the terms of this Release.

**Consent.** The Participant(s), Volunteer(s) and Guardian (if applicable) understand and agree that participation in the Event will require physical activity and exertion, including, without limitation, contact with other participants, which may potentially result in serious injury or death of the Participant(s). The Participant(s), Volunteer(s), and Guardian (if applicable) are also aware that COVID-19 is extremely contagious and is spread mainly from person-to-person contact, and attending the Event may increase the risk that Participant(s) and Volunteer(s) will contract COVID-19. Even if safety and social distancing measures are implemented, Organizations cannot guarantee that the Event participants or others in attendance will not become infected with COVID-19. The Participant(s) and Guardian (if applicable) hereby willingly and freely agree to assume any and all risk, and agree to release the Organizations and their directors, officers, employees and agents for all liability for such risk, including without limitation, damage to physical property or risk of any accident, illness, including from exposure to and illness from infectious diseases including but not limited to COVID-19, injury or death to person which Participant(s) may sustain in connection with Participant(s)'s participation in the Event.

**Release.** The Participant(s), Volunteer(s) and Guardian (if applicable) do hereby release and forever discharge and hold harmless Organizations, and their directors, officers, employees and agents ("Released Parties") from any and all liability, claims and demands of whatever kind or nature, either in law or in equity (such as but not limited to with respect to any bodily injury, personal injury, illness, including from exposure to and illness from infectious diseases including but not limited to COVID-19, death or property damage) that may result from Participant(s)'s participation in the Event, whether caused by the negligence or omission of the Organization or the Released Parties (including but not limited to liability which may be imposed upon said parties because of any defect in or lack of such capacity to so act on behalf of the Participant(s) and the parent(s) or legal guardian(s)). The Participant(s) and Guardian (if applicable) understand that the Organizations and Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of any injury or illness.

**Insurance.** Participant(s), Volunteer(s) and Guardian (if applicable) understand, and legally accept the consequences of the fact that neither the Organizations nor any other entity connected to this event carry or maintain health, medical, or liability insurance coverage for Participant(s). Participant(s) and Guardian (if applicable) agree to be solely responsible for providing any and all medical or financial assistance necessary for Participant(s) in connection with the Event.

**Publicity and Photographic Release.** The Participant(s), Volunteer(s), and Guardian (if applicable) do hereby irrevocably grant and convey unto the Organizations, its assigns and successors, consent and full right to use the Participant(s)'s name, photograph, likeness, image, voice and biography in any and all media, publications, advertising, and publicity, in connection with the Participant(s)'s participation in the Event. The Participant(s), Volunteer(s) and Guardian (if applicable) further grant and convey all right, title, and interest in any and all photographic images and video or audio recordings made by the Organizations during the Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Choice of Law.** The Participant(s), Volunteer(s) and Guardian (if applicable) do expressly agree that this Release is intended to be as broad and inclusive, as is permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. The Participant(s) and Guardian (if applicable) agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, the Participant(s) and Guardian (if applicable) represent they have read and fully understand the various provisions of the foregoing Release, and the Participant(s) and Guardian (if applicable) represent they are signing this Release freely and voluntarily without any inducement. The Participant(s) and Guardian (if applicable) acknowledge that substantial rights are surrendered by signing this Release, and do so freely and voluntarily. The Participant(s) and Guardian (if applicable) hereby give their express consent to the execution of this Release as of the day and year first above written, and will not revoke their consent.

Name of Participant(s): \_\_\_\_\_ Age(s): \_\_\_\_\_

Signature of **Participant** (or **Guardian** on Participant(s)'s behalf if Minor(s)) \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ (C) \_\_\_\_\_ (W or Other)