



**SCHEA COTTON BASKETBALL ACADEMY
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY**

IN CONSIDERATION of being permitted to participate with the Schea Cotton Basketball Academy (herein after referred to as SCBA) clinic, camp, facilities, or equipment, or contribute in anyway, the undersigned, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect facilities to be used. It is further warranted that such contribution with the SCBA for observation, participation or use of any facilities or equipment constitutes an acknowledgment that such premises and all facilities and equipment thereon have been inspected and that, upon participation, the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO CONTRIBUTE TO THE SCHEA COTTON BASKETBALL ACADEMY FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING CONTRACTUAL TERMS AND CONDITIONS:

1. THE UNDERSIGNED WARRANTS THAT THE PARTICIPANT, INCLUDING ANY MINOR PARTICIPANT, has no physical or medical condition which would endanger the participant or others, or that would interfere with the participant's ability to participate in the SCBA event/program.
2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the SCBA, its directors, attorneys, officers, employees, and agents (herein after referred to as "release") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any clinics, camps, facilities or equipment therein.
3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon or about the SCBA premises or in any way while volunteering, observing, participating, observing facilities or equipment, or handling equipment of the SCBA whether caused by the negligence of the releases or otherwise.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of release or otherwise while in, about or upon the premises of the SCBA and/or while using the premises or any facilities or equipment, or participation in clinics, camps, events/programs hereon.
5. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases against all liability costs or expense for attorneys fees and all incidental and consequential damages resulting to the SCBA from such claims, lawsuits or liens. In the event any suit on any claim is brought against the SCBA, the undersigned shall defend said suit at undersigned's own cost and expense, and shall pay and satisfy any such lien or judgment as may be established by the decision of the court in such suit.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY / PERMISSION, and further agrees that no oral representations, statements, or inducement apart from the forgoing written agreement have been made.

I HAVE READ THIS RELEASE: _____ (Initials)

(Print First & Last Name)

Signature

Today's Date