



SILICON VALLEY SOLDIERS INSURANCE WAIVER AND CONSENT

PLEASE READ BEFORE SIGNING:

Participant's Printed Name: _____

Is Participant at least 18 years old? Yes / No (circle one). If "No," then Parent/Guardian must sign this document.

Participant's Activity ("Activity") -- mark the BRAZELTON MANAGEMENT GROUP, LLC ("Silicon Valley Soldiers") Activity that applies to this Participant:

£ **ALL Basketball Skills Training**

Includes: Basketball Skills Training

Payment Terms: Due prior to workout

As an Adult Participant, or the Parent/Legal Guardian of Minor Participant, I hereby agree:

1. I, the undersigned participant and parent/guardian if participant is a minor ("Participant"), request voluntary participation in the Activity identified, which Activity is sponsored by Silicon Valley Soldiers.
2. Participant expressly acknowledges his or her full understanding of the risks of injury, including serious injury, disability or death, and loss to personal property resulting not only from Participant's own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the conditions of facilities, equipment or areas where the Activity is conducted, including the rules associated with participation in the Activity. Participant acknowledges that he or she has had full opportunity to discuss the nature of these risks with representatives of Silicon Valley Soldiers, in order to inform himself or herself fully on this subject. Based on that full understanding, Participant freely and knowingly assumes all such risks and dangers, whether specifically known and unknown, even if arising from the negligence of Participant or others. Participant fully assumes sole responsibility for involvement in the Activity, hereby agrees to be financially responsible for any losses resulting from participation in the Activity, and shall indemnify Silicon Valley Soldiers, its employees, agents, directors, and officers, and all other parties sponsoring, leading, or conducting the Activity (collectively, "Sponsors") for any loss or damage caused by Participant during this Activity. Participant certifies that he or she is in good health and has no physical or medical condition that would prevent participation in this Activity and agrees to use Participant's personal medical insurance as primary medical coverage if an accident or injury occurs during the Activity. Participant hereby consents to emergency medical treatment if needed during the Activity.

3. In consideration for the participation in the Activity, Participant hereby waives all claims or causes of action against the Sponsors arising out of Participant's participation in the Activity and hereby agrees to release, hold harmless and discharge the Sponsors from all liability including, but not limited to, damage to property, personal injury, disability or death, in connection with participation in the Activity except such loss or damage which was caused by the sole negligence or willful misconduct of the Sponsors.

4. By signing this agreement Participant agrees to pay in full all elected fees for chosen Activity as outlined above. Failure to repay this amount will be deemed as a violation of the Agreement and permit Silicon Valley Soldiers to seek recovery of such costs including costs incurred to recover fees. All checks should be made payable to "Silicon Valley Soldiers".

RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of **Brazelton Management Group, LLC ("BMG")** athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors

of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I HAVE READ THIS WAIVER AND CONSENT. I FULLY UNDERSTAND ITS TERMS AND SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

Adult or Minor Participant’s Signature

Date

Minor Participant’s Parent/Guardian Signature

Date

Address City, State Zip Phone

Name of Emergency Contact Phone

List any medical and/or prescription information in case of an emergency