



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 Ball ("BMGBall") Activity that applies to this Participant:

- All BMG Training Programs**
Includes: Basketball Skills Training by BMG
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 BMGBall.

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 BMGBall, 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 BMGBall, 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. Participant grants to BMGBall, its successors and assigns, the non-exclusive, freely assignable, freely sublicensable, royalty-free, fully-paid right (but not the obligation) and license to use, print, publicly display, distribute, broadcast, transmit, reproduce, embody, incorporate and/or otherwise exploit any audio/video content, photographs, images, interviews and/or other audiovisual content, materials and works including, without limitation, any names, likenesses, photographs, images, voices and other personally identifying characteristics of Participant (“Images”) in any and all media including, without limitation, the right to (i) broadcast part or all of the Images over the Internet, and/or (ii) broadcast or exhibit part or all of the Images at any physical locations which promote any of BMGBall’s goods or services. The foregoing license includes the rights to fix, copy, reproduce, adapt, edit, add to, delete, elaborate, juxtapose, combine with other material, transform, title, subtitle, dub, translate, advertise, publish, distribute, broadcast (by terrestrial, cable, satellite or any other means), cybercast, perform, utilize or otherwise exploit the Images in any and all manners, media or methods now known or later devised, and any and all works derived from the Images throughout the world in perpetuity.

4. Participant agrees to comply with all stated customary terms and conditions for participation in the Activity, and hereby consents to release of Participant’s academic transcripts to BMGBall. By signing this agreement participant agrees to pay in full all elected fees.

5. 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.

6. 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 BMGBall to seek recovery of such costs including costs incurred to recover fees. All checks should be made payable to “*BMGBall*”.

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