PGC3 SPRING 3 on 3 LEAGUE (PHOENIX) - LIABILITY WAIVER & RELEASE

ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")

In consideration of being permitted to participate in any way in any Point Guard College LLP or More Than Hoops Inc activity ("Activity") I, the participant ("Attendee"), or in the case that Attendee is a minor, the parent/guardian of the Attendee, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that the attendee is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time the Attendee believes conditions to be unsafe, the Attendee will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, including the condition of any equipment used in connection with the Activity, or THE NEGLIGENCE OF THE "RELEASEES"; NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, including, without limitation, the possible exposure to COVID-19, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of the Participant's participation.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Point Guard College LLP (PGC), More Than Hoops LLP, and More Than Hoops, Inc., including any affiliated and subsidiary companies of each, as well as the officers, directors, agents, employees, owners and assigns of each, and the PGC coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by PGC (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasee's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

AGREEMENT TO PARTICIPATE

I, or we, grant to the Directors, Coaches, Assistants, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for the Attendee en route to or from or at the site of a PGC event or hospital or other medical facility. I understand that should a health emergency arise, I will be attempted to be notified, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

I hereby authorize PGC to allow the reproduction, dissemination and/or publication of the Attendee's name and likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording. This is to be done in conjunction with the Attendee's participation in the Activity and I understand and agree that neither I nor Attendee will receive any payment for the possible commercial use of Attendee's name or likeness.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

DATE _____ **TEAM ID#** _____ **TEAM NAME** _____

PLAYER NAME	PARENT SIGNATURE	EMERGENCY PHONE #	EMAIL ADDRESS	HOSPITAL PREFERENCE