

3 POINT VISION

LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the use of the basketball training program hosted and sponsored by **3 Point Vision**, located at

_____ (location),

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE **3 Point Vision** or any of its owners, trainers, officers, agents, employees, or associates, including Dakota Tucker (hereafter collectively referred to as the RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, that may occur during my basketball training, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

This may include, without limitation, sustaining any physical accidents or injuries, loss of any personal property, becoming susceptible to any illness, mental trauma, or financial loss.

2. I am fully aware of the hazards and risks built-in to the participation of the basketball training program. Such hazards and risks may include, without limitation, colliding with or being hit by other players, muscle strains, contusions, meniscus tears, rotator cuff tears, and other physical injuries. I am also aware of the risk of exhaustion, dehydration, and sun/heat exposure. I understand that there is the possibility of death or serious physical or mental trauma or injury (ex. paralysis) associated with basketball. I hereby voluntarily assume all risks of loss, damage, injury, property loss, or even death that may be sustained by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I understand and acknowledge that during the trainings, I will be developing my skills in the sport of basketball along with strength and conditioning that may or may not require equipment. All trainings are held at various community and recreation facilities in various neighborhoods. I understand that training the program may involve both adults and minors.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any and all loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES.

6. To the extent permitted by law, the RELEASEES shall not to be held responsible for any claims, losses, damages, expenses arising out of or in connection with any personal injury, property damage or economic loss caused by any third party (including but not limited to vendors, contractors and subcontractors).

I agree to defend, hold harmless and indemnify the RELEASEES for any and all claims arising out of any bodily injury, disability, or death caused by myself or my agents' negligent acts or commissions. This

also includes any and all claims, damages, causes of action of every kind and nature, liabilities and/or obligations stemming from negligence, neglect, or wrongdoing on behalf of myself or my agents, regardless of whether such liability or obligation arises in contract, tort (including, but not limited to, personal injury or death) or in any other fashion. Such indemnification includes, but is not limited to, all costs and expenses (including attorney fees) incurred by the RELEASEES,

7. GENERAL PROVISIONS.

a. Entire Agreement/Modification. This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any prior agreement between the parties. This Agreement may be modified and amended only if signed and dated in writing by both parties.

b. Severability. If any provision (or portion of thereof) of this Agreement is declared by an arbitrator, mediator, or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and, as far as possible, the arbitrator, mediator, or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

c. Governing Law. The parties agree that regardless of where a party is domiciled or where the particular injury or dispute occurred, this Agreement and any legal sought remedy shall be governed by and construed in accordance with the laws of Indiana.

d. Remedies. Both parties agree that any controversy or claim arising out of or relating to basketball and the Agreement, including claims arising out of or related to this Agreement, shall be first settled by arbitration. Both parties agree that any arbitrator needs to be mutually agreed upon.

Should arbitration fail, both parties agree to have their legal issue be heard before a mediator that both parties need to mutually agree upon. Should mediation fail, both parties agree that they shall then have their legal issue resolved by the courts.

e. Legal Fees. In the event of any legal or equitable proceeding (arbitration or mediation) arising out of or in connection with the parties' obligation under this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

f. Disclaimer. 3 Point Vision basketball services are provided to me as an "as is" basis, and I understand that the use of services and equipment are at my own risk. 3 Point Vision does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice.

g. Limitation of Liability. To the maximum extent permitted by law, in no event will RELEASEES be liable to me for any consequential, incidental, special damages, or for any claims by any third parties. In the event of a breach by RELEASEES of any provision of this agreement, RELEASEES shall have no liability whatsoever for damages in an amount in excess of the amount actually paid by myself to RELEASEES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

If any of my agents are under eighteen (18) years of age and are participating in 3 Point Vision's basketball training program, by signing this Agreement, I act as their guardian on their behalf and agree that this Agreement applies to them as well.

IN WITNESS WHEREOF, I have signed this Agreement on _____(Date)

PARTICIPANT Printed Name:

PARTICIPANT Signature:

(If participant is under 18 years of age)

GUARDIAN Printed Name:

GAURDIAN Signature:
