

Waiver of Liability, Assumption of Risk and Indemnity Agreement For MBL Memphis' grind. Youth Basketball Camp

Waiver: In consideration of being permitted to participate in **MBL Memphis'** grind. Youth Basketball Camp, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Bert Ferguson or MBL Memphis, its officers, employees and agents from liability from all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, my participation in **MBL Memphis'** grind. Youth Basketball Camp except as caused by their intentional, willful or wanton conduct.

Assumption of Risk: I acknowledge that my participation in the **MBL Memphis'** grind. Youth Basketball Camp is voluntary and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another. Risks range from: 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the **MBL Memphis'** grind. Youth Basketball Camp. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD THE **MBL Memphis'** grind. Youth Basketball Camp HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the **MBL Memphis'** grind. Youth Basketball Camp and to reimburse the **MBL Memphis'** grind. Youth Basketball Camp for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, have been given an opportunity to consult with counsel, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a release of liability to the greatest extent permitted by law.

Print Name

Date

Signature of Student or Parent/Guardian if student is under age 18