

RELEASE OF LIABILITY

In consideration of being allowed to participate in any way with Breakthrough Basketball LLC, its related events and activities, I, acknowledge, appreciate, and agree that:

1. The risk of injury and illness (i.e. communicable diseases such as MRSA, influenza, and COVID-19) to my child(ren) from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. FOR MYSELF AND MY CHILD(REN), 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 my child(ren)'s participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation or my child(ren)'s presence or participation, I will remove myself and my child(ren) from participation and bring such to the attention of the Company immediately; and,

4. I, for myself, my child(ren), and on behalf of our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Breakthrough Basketball LLC, their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessor's of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation or my child(ren)'s involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Parent/guardian signature: _____ Date: _____

Waiver and Release (Photo)

In consideration of being allowed to participate in any way with Breakthrough Basketball LLC, its related events and activities, I, acknowledge, appreciate, and agree that Breakthrough Basketball LLC, its subsidiaries, affiliates, nominees, licensees, their successors and assigns, and those acting with its authority (collectively "Breakthrough") with respect to the photographs, film or tape taken of me by or on behalf of Breakthrough ("Pictures"), the unrestricted absolute, perpetual, worldwide right to:

1. Reproduce, copy, modify, create derivatives in whole or in part, or otherwise use the Pictures or any part thereof in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer readable electronic, magnetic, digital, laser or optical-based media (the "Work"), and
2. Display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known, including, without limitation, on Breakthrough's site on the World Wide Web portion of the Internet, located at www.breakthroughbasketball.com.

I hereby waive all rights and releases Breakthrough Basketball LLC, its subsidiaries, affiliates, nominees, licensees, their successors and assigns and those acting with its authority, from, and shall neither sue nor bring any proceeding against any such parties for, any claim, cause of action, whether now known or unknown, for defamation, invasion or right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the Pictures referenced in this Release.

I agree that there shall be no obligation to utilize the authorization granted by me hereunder. The terms of this authorization shall commence on the date hereof and be without limitation.

I warrant and represent that I am over/under the age of 18 years and that I am free to enter into this Waiver and Release.