

HOOP IT UP 3x3

RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate in any way in HOOP IT UP related events and activities (collectively, the "Event"), the undersigned, for himself/herself, his/her personal representatives, heirs, and next of kin::

1. Acknowledges, appreciates, and agrees that the risk of injury from the activities involved in the Event is significant, including the potential for injury, permanent paralysis and death;
2. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume all full responsibility for my participation; and,
3. Willingly agrees to comply with the stated and customary terms and conditions for participation. If however he/she observes any unusual significant hazard during his/her presence or participation, he/she will remove him/herself from participation and bring such to the attention of the nearest official immediately; and,
4. Acknowledges, appreciates, and agrees that he/she has read this form and understand that by signing this form, he/she is giving up legal rights and remedies on behalf of him/herself and his/her family, estate, heirs, and/or assigns; and
5. Agrees that all audio/video recordings and pictures of the materials and any description may be used by the licensed party and is solely owned by Big Ticket Sports LLC; and Big Ticket Sports LLC may copyright its name for its sole benefit and any such audio, video or picture recording of the event.
6. HEREBY INDEMNIFIES, RELEASES AND HOLDS HARMLESS BIG TICKET SPORTS LLC, its affiliates, subsidiaries and parent entities, and their officers, officials, agents and/ or employees, directors, shareholders, other participants, sponsoring agencies, licensees, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and
7. HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT HE/SHE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT and authorizes on his/her behalf any of the Releasees to obtain any medical care or treatment deemed necessary; and
8. Warrants and represents that he/she (i) is the owner of all rights granted hereunder or has been duly authorized by the owner of such rights to grant same and (ii) is at least eighteen (18) years of age or is the legal parent or guardian of the minor child listed below and is executing this WAIVER / RELEASE OF LIABILITY / REFUND POLICY / BAD WEATHER POLICY on behalf of such minor child. In the event that the Undersigned is a legal parent or guardian of a minor child who turns the age of 18 during the Event, the acknowledgement and agreement of such child is also required.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely dangerous** and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these

entities, it must be understood that COVID-19 is a continuing threat. Big Ticket Sports LLC d.b.a. Hoop It Up and its licensees (the "Company") has put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the Company **cannot guarantee** that event participants or spectators will not come into contact with or become infected with coronavirus. Your mere physical presence at the Event could **increase your risk** and your child(ren)'s risk of contracting the disease. Notwithstanding the risk of infection, the undersigned, on behalf of my minor child(ren), wish to voluntarily participate in the Events offered by the Company. In consideration of being allowed to participate in any way in Company programs, and related events and activities, I, and/or the minor child(ren) state as follows:

1. I understand that although the Company has taken precautions to provide proper organization, supervision, instruction, and equipment for the services being offered, it is impossible for the Company to guarantee absolute safety from infection by the coronavirus. Also, I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make the coaching or administrative staff aware in writing of any questions or concerns regarding my understanding of safety standards, guidelines, procedures, and my ability to participate at any point during any activity. I will also take steps to ensure the health of my child(ren) before the child participates in any basketball activity.

2. I understand that risks during the Events include possible exposure to the coronavirus. In addition, risks of basketball activities include, but are not limited to loss or damage to personal property, injury, permanent disability, fatality, exposure to inclement weather, slipping, falling, insect or animal bites, being struck by falling objects, hypothermia (cold exposure), hyperthermia (heat exposure), and that severe social or economic losses that may result from any such incident. I also understand that such accidents or illnesses may occur in remote areas without easy access to medical facilities or while traveling to and from the activity sites. Further, there may be other risks not known to me or not reasonably foreseeable at this time.

3. I assume all the foregoing risks and accept personal responsibility for the damages due to such injury, permanent disability or death resulting from participation in any Company activity. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation at the Company or Company activities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release the Company, its agents, coaches, chaperones, representatives and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a Company activity as set forth on the reverse side of this Waiver. Regardless of any steps taken by the Company to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with my child's care at The Company during the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles. I understand that my child's contracting of COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death. On behalf of myself and my child, and our heirs, successors, and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my child's care at The Company arising from or relating to COVID-19, including all illnesses, injuries, damages or death arising therefrom, and I hereby forever release, waive, relinquish, and discharge the Company, along with the Company's shareholders, licensees, officers, directors, members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the "**the Company Representatives**"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "**Damages**") arising from or relating to COVID-19 as a result of my child's care at the Company, and including but not limited to claims based on the alleged negligence of any Company Representative or any other person. I further promise not to sue the Company or any the Company Representative for any illness, injury, death or other Damages arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my child's care at the Company. If any provision of this Waiver and Release of

Liability is declared invalid, the remaining provisions remain enforceable. I may seek advice from legal counsel before signing this Waiver and Release of Liability. By signing this Waiver and Release of Liability, I acknowledge that either I have sought the advice of legal counsel or wish to waive the opportunity to seek the advice of counsel before signing.

REFUND POLICY / BAD WEATHER POLICY

There will be no refunds granted unless there are not enough teams to complete your age division. This includes, but is not limited to 1) Your team's inability to participate due to player injury, personal schedule or game scheduling conflicts, team drama, or other reason; 2) inclement weather, etc. In case of inclement weather, the Event Director reserves the right to reduce the number of scheduled games and/or the time of games and/or postpone or delay game times and/or cancel the Event. Every effort will be made to complete games.

GENERAL RULES

1. Teams can consist of three, four or five players: three starters and one or two substitutes.
2. All players must be age 7 or older.
3. Adult teams (at least one player over age 18) will be placed into divisions based on similar height and average age of all team members on roster. Youth divisions are grouped based on the oldest player on the team.
4. No roster changes may be made after a team starts its first scheduled game.
5. All teams are guaranteed at least four (4) scheduled games.
6. Games are played on a half court using Official Hoop It Up 3x3 rules.
7. Scoring: one point per basket; two points for shots made behind the designated arc 20-foot line. First team to 21 points wins; OR the team ahead after the 25-minute time limit wins. Possession alternates after each made basket.
8. Hoop It Up reserve the right to verify any player's height or age. Inaccurate information is grounds for immediate disqualification of the entire team. EACH PLAYER MUST CARRY PERSONAL PICTURE IDENTIFICATION (birth certificate for minors).
9. Hoop It Up reserve the right to reduce the number of scheduled games, or shorten games, due to unforeseen circumstances.

Player's Full Name (Please Print)	Date of Birth	Email Address	Cell Phone Number	Signature of Player/Parent/Guardian **
1	mm/ dd /yyyy		()	I have read and I understand
2	mm/ dd /yyyy		()	I have read and I understand
3	mm/ dd /yyyy		()	I have read and I understand
4	mm/ dd /yyyy		()	I have read and I understand
5	mm/ dd /yyyy		()	I have read and I understand
6	mm/ dd /yyyy		()	I have read and I understand