

# RELEASE AND WAIVER OF ALL CLAIMS

Please sign this form and bring it with you  
to on-site registration!

-For Office Use Only-	
_____ (Participant)	
_____ Height	_____ Verified by

## AGREEMENT REGARDING RISK OF INJURY AND RELEASE RELEASE AND WAIVER OF ALL CLAIMS

I hereby apply to participate in the Gus Macker 3-on-3 Basketball Tournament (the "Tournament") (*city/state*) \_\_\_\_\_, on (*tournament date*) \_\_\_\_\_, 2014.

I understand that participating in the Tournament will expose me to above normal risks of injury or harm. These risks include uneven or hazardous playing surfaces, physical contact or collisions with other players, spectators or inanimate objects on or about the court. I understand that the sport of basketball is in itself hazardous and may result in injury to me or other players.

I represent that I have no health or physical problems that will interfere with my participation in the Tournament.

I agree that I am responsible for my own safety.

I hereby assume all risks associated with my attendance and participation in the Tournament. I understand that I am solely responsible for any injuries which may occur to me as a result of my participation in the Tournament and I specifically waive my right to bring litigation against the sponsors and specifically release any right which I have to assert a negligence claim against the Tournament sponsors, their agents or representatives.

I hereby fully and forever release, discharge, and agree not to sue Wilson Sporting Goods, SnapSports Courts & Surfaces, Heaton, TRIKO LLC, Laughlin, Marinaccio & Owens, Inc., Gus Macker Enterprises, Inc., Macker Basketball, LLC, Gus Macker Charities, Inc., (**local sponsors** \_\_\_\_\_), any other sponsors (hereafter called "Tournament Sponsors") their officers, directors, agents, employees, representatives, and successors for any and all claims, causes of action or liability for any injury, loss or damage sustained or incurred by me arising out of or in any way associated with my attendance at or participation in the Tournament, including all claims, causes of action or liability arising out of the negligence of Tournament Sponsors, their agents or representatives.

I agree to indemnify and hold harmless Tournament Sponsors, their agents or representatives from any loss, damage or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought to me, anyone acting on my behalf, or by anyone else because of conduct attributed to me.

In consideration of participation in the program, I agree that my likeness may be photographed or videotaped and that such image may be published in an outlet used to promote or publicize the program.

I agree that this agreement shall be construed and interpreted according to the law of the State of Michigan.

I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf, including a parent, guardian or next friend.

I have read the above items of the Release and Waiver, understand them, agree to abide by them, and hereby acknowledge that I have read and understand this Release and Waiver.

Date: \_\_\_\_\_, 2014

Court: \_\_\_\_\_

I am at least 18 years old. \_\_\_\_\_  
(Signature)

Participant \_\_\_\_\_ is less than 18 years old.  
(Signature)

I sign this release on his/her behalf, and hereby agree to indemnify and hold harmless tournament sponsors, their agents or representatives, from any loss, damage or expense sustained or incurred by them arising from any claim, cause of action or liability which may be brought by my minor child.

I sign this release on his/her behalf: \_\_\_\_\_  
(Parent/Guardian)