

RELEASE AND WAIVER FOR MINORS

I, _____ (the "Minor"), and I (or we, as the case may be), _____ and _____, as parent(s) or legal guardian(s) of the Minor (collectively, the "Guardian") (the Minor and the Guardian being hereinafter sometimes referred to collectively as the "Releasers"), in consideration for the opportunity of the Minor to participate in the Royce O'Neale's Basketball Camp on August 6, 2022 (the "Camp"), do hereby agree with Royce O'Neale ("O'Neale") that the Releasers hereby release, and will not, individually or as parent(s) or legal guardian(s) of the Minor, sue or bring any legal action or proceeding against the Harker Heights High School, O'Neale, and/or any sponsors of the Camp, including their respective directors, officers, employees, instructors, volunteers, staff, affiliates, related entities (including, without limitation, parent companies) or legal representatives or successors and assigns (collectively, the "Releasees") for or on account of any claim, injury, pain, suffering or damage that the Minor may sustain directly or indirectly by virtue or arising out of the Minor's participation in the Camp.

This Release and Waiver may be pleaded as a complete defense to any action or other proceeding which may be brought, instituted, or taken by any of the Releasers, the Releasers' guardians, heirs or legal representatives against any of the Releasees.

The Releasers acknowledge that participation in the Camp by the Minor is without assumption of responsibility or risk of any kind by any of the Releasees, and the Releasees do not make any warranties of any kind with respect to the Camp or its safety. The Releasers assume the risk of all dangerous conditions arising from and inherent in participation in the Camp and waive any and all specific notice of the existence of such conditions.

This Release and Waiver is executed by the Releasers not in satisfaction of any damages sustained nor as compensation for injuries, nor in settlement of any claim or any damages. The opportunity of the Minor to participate in the Camp is offered as consideration for this Release and Waiver and the agreements contained herein. It is understood and agreed that the acceptance of this Release and Waiver by the Releasees is not an admission of any liability on their part and that each of the Releasees expressly denies any liability in any manner.

The Releaser warrants that: (a) the Minor is physically fit to participate in the Camp; and (b) the undersigned will not allow the Minor to participate in the Camp if the undersigned has any concerns about the Minor's overall health, fitness, or medical condition. The Releasers acknowledge that there are inherent risks in all athletic activities and related events, including the risks of serious bodily injury and death, and the Releasers hereby assume all dangers and risks associated therewith. These may result not only from Releasers' own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the facilities, equipment, or vehicles involved in the Camp. Further, there may be other risks not known to Releasers or reasonably foreseeable at this time. Releasers understand and Releasers have considered and evaluated the nature, scope, and extent of the risks involved, and Releasers voluntarily and freely choose to assume these risks, even if it is due to the negligence or other fault of the Releasees. The Releasers understand that the Releasees will not provide the Releasers with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection, with the Releasers' participation in or attendance at the Camp. If Releasers want insurance of any kind, the Releasers must obtain the Releasers own at the Releasers' own expense. The Releasers will pay the Releasers' own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Camp.

The Releasers understand that the Releasers may be photographed or videoed taking part in the Camp. The Releasers grant to the Releasees the perpetual, transferable, sublicensable, worldwide right free of charge to use the Releasers' images, likenesses, names, faces, appearances and/or voices in whole or in part via any media and for any purpose without reservation or limitation in connection with any broadcast, photograph, publicity, advertising, exhibition or promotional materials. The foregoing grant of rights does not impose any obligation upon any Releasees to use the Releasers' images, likenesses, names, faces, appearances and/or voices in any manner.

This Release and Waiver is irrevocable. Accordingly, no breach by the Releasees of this Release and Waiver shall entitle the Releasers to terminate or rescind this Release and Waiver, and the Releasers hereby waive the right, in the event of any such breach, to equitable relief or to enjoin, restrain or interfere with any of the Releasees, it being understood that the Releasers shall have no right whatsoever to attempt to recover any damages with respect to any such breach.

The Releasors understand, acknowledge and accept that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the Camp is taking place and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect. The Releasors further agree that any legal proceedings related to this Release and Waiver shall take place in Texas.

This is a joint and several obligation of the parties hereto. Each of the Releasors has carefully read this Release and Waiver and understands the contents of it.

IN WITNESS WHEREOF, each of the Releasors has hereunto set his or her signature on _____, 2022.

Signature of Minor

Signature of Parent or Guardian

Signature of Parent or Guardian

MEDICAL RELEASE

In the event of a medical emergency, I authorize Harker Heights High School and/or Royce O’Neale and their designees to bring my child,

_____, to a medical facility and I give those doctors my permission to take any steps they deem necessary.

Parent or Guardian Signature / Print Name

Date