

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE, AND INDEMNITY

In consideration of being permitted to participate in Elite Sports events tournament operated by Kermit R. Fessler LLC doing business as Elite Sports events basketball programs and related events and activities, I acknowledge, appreciate, and agree that:

1. DESCRIPTION OF RISKS OF Participating in this ESE BASKETBALL tournament.

I recognize that participation includes possible exposure to illness and injury. I recognize that the risks of injury from the rigorous activity of officiating basketball are significant. I recognize that participation includes as well as the risk of serious illness from infectious diseases including but not limited to infection with COVID-19, MRSA, influenza, and other infectious diseases, (collectively, "Infectious Diseases"). I understand that following rules and safety-related protocols of the activity at the direction of governmental authorities and ESE may reduce these risks, but the risk of serious injury, illness, and death from Infectious Diseases does exist. I understand that ESE has put in place preventative measures to reduce the spread of Infectious Diseases; however, ESE cannot guarantee that I or any other person, will not become infected with an Infectious Disease after attending or participating in an ESE event. I understand that attending ESE sponsored activities could increase my risk of contracting an Infectious Disease or other illnesses; and of sustaining injuries as the result of officiating basketball or otherwise participating in the Camp.

2. WAIVER AND RELEASE OF NEGLIGENCE AND LIABILITY OF ESE

By signing this Release and Waiver of Liability for Negligence and Indemnity, I acknowledge that participation in related activities may result in personal injury, illness, permanent disability, or death.

I also acknowledge the nature of Infectious Diseases and other illnesses and voluntarily assume the risk of exposure to or being infected by them and other illnesses by attending The event and that such exposure or infection may result in personal injury, illness, permanent disability, or death.

I understand that the risk of sustaining an injury, becoming exposed to, or infected by Infectious Disease or other illness at the Events activities may result from the actions, omissions, or negligence of Elite Sports Events' employees, representatives, independent contractors, volunteers, program participants and their families, and other persons.

I represent to ESE that I am in good physical condition and have no condition, Infectious Disease, or illness that would prevent me from attending the event or presents a risk of contagion to others, including classroom, basketball games, sessions and officiating basketball, with or without appropriate accommodations, without injury or impairment of health.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or Infectious Disease incurred or sustained by me, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I may experience or incur in connection with my participation in or attendance at the event activities or programming. I hereby release and waive any and all claims against ESE, its managers, members, directors, officers, employees, representatives and independent contractors and agents for negligence or other damages arising out of my participation in the event. I also agree to discharge and hold harmless and indemnify ESE, its managers, members, directors, officers, employees, representatives and agents from all liability and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of any liability, loss, cost and expense incurred because of injuries or losses whether or not based in part upon the active, passive, or concurrent negligence of ESE.

This indemnity shall be liberally construed in favor of indemnification. I understand and agree that this Release and Waiver of liability for Negligence and Indemnity includes any claims based on the actions, omissions, or negligence of ESE, its managers, members directors, officers, employees, representatives independent contractors, and agents, whether an Infectious Disease infection occurs before, during, or after participation in any ESE program. For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby WAIVE, RELEASE AND HOLD

HARMLESS ESE and its managers, members, officers, officials, agents, independent contractors, and employees, with respect to any and all illness, disability, death, or loss or damage to my person or property. This release of liability applies to the fullest extent permitted by law.

3. AGREEMENT TO COMPLY WITH INFECTIOUS DISEASE AND RELATED SAFETY GUIDELINES ESTABLISHED BY ESE AND PUBLIC HEALTH AUTHORITIES.

I agree to comply with the stated and customary terms and conditions for participation including as regards protection against Infectious Diseases. I also agree to follow all instructions of ESE personnel regarding the safe conduct of the activity at an ESE event. If, however, I observe any apparent hazard or hazardous behavior during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest officer or employee of the ESE immediately.

4. INTENDED EFFECT OF THIS RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE AND INDEMNITY AS PERMITTED BY LAW.

This Release and Waiver of Liability for Negligence and Indemnity is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the remaining portions shall still apply and continue in full force and effect. I have read this Release and Waiver of Liability for Negligence and Indemnity, and agree that no oral representations, statements, or inducement have been offered to me apart from this Agreement.

- 5. GOVERNING LAW.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Florida without regard to its conflicts of law principles.
- 6. AMENDMENTS.** No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.
- 7. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, permitted assigns and successors of the parties hereto.

I HAVE READ THIS RELEASE and WAIVER OF LIABILITY FOR NEGLIGENCE, AND INDEMNITY. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY, INTELLIGENTLY AND WITH FULL KNOWLEDGE OF ITS LEGAL CONSEQUENCES.

Name of participant: _

Participant signature:

Date signed: