



PARTICIPANT AGREEMENT, WAIVER AND RELEASE OF LIABILITY, AND MEDICAL AUTHORIZATION AND CONSENT

Recitals

I, the undersigned, acknowledge and fully understand that by participating in the Masters Basketball Association Inc. (referred to herein as "MBA") I will be engaging in activities or competition that may involve serious safety and health risks, including bodily injury, infection, contraction of disease or other illness, permanent disability and death and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used; and that there may be other risks not known or not reasonably foreseeable.

I further acknowledge and fully understand that the sponsors of MBA including any and all sponsors listed or unlisted on the mastersbasketballassociation.org website, have contributed to make this event possible for the enjoyment and satisfaction of the participants, guests and spectators, and not for their own personal or business gain or economic benefit, and that such sponsors do not accept any responsibility or liability for any of risks of my participation, all of which assumed solely by me.

Agreement

In consideration of my being allowed to participate in MBA events and activities ("MBA Events"), I hereby represent and agree as follows:

(a) Participant's Current Physical Condition and Health. I am in good physical condition and health, have properly conditioned myself, and have consulted with a physician, as appropriate, regarding my participation in the MBA Events.

(b) Duty to Advise of Unsafe Conditions. Prior to participating in any MBA Events, I will inspect the facilities and equipment to be used, and if I believe anything is or may be unsafe, I will immediately advise authorized personnel of MBA and I will refuse to participate as long as such condition persists. If I do participate under any such unsafe circumstances or conditions, I do so at my own risk.

(c) Assumption of Risks. Except as otherwise specifically agreed herein, I assume all of the risks described in the Recitals section above and accept personal responsibility for any and all damages of any kind resulting from any injury, permanent disability and/or death, whether arising out of my participation in MBA Events or from my failure to comply with the agreements in this document.

(d) Release of Liability. I release, waive all claims of liability against MBA, its affiliated organizations, its sponsors, including but not limited to MBA, its and their respective affiliates, subsidiaries, administrators, officers, directors, owners, principals, employees, agents, coaches, volunteers (including, without limitation, volunteers providing medical and/or health-related services), advertisers and, if applicable, owners and lessors of premises at which Events are conducted (all of the foregoing released parties are collectively referred to herein as "Released Parties"), and discharge and hold each of them harmless from any and all liability to me, my heirs, successors and assigns from and against any claims, demands, causes of action, losses or damages on account of my illness, disease, bodily and/or head injury, death or damage to property arising out of my participation in any MBA Events, including, but not limited to, those caused or alleged to be caused in whole or in part by the negligence of the persons or entities hereby released, and/or by the negligence of other participants, spectators or other third parties.

(e) ACKNOWLEDGMENT, ASSUMPTION OF RISK AND AGREEMENT REGARDING COVID-19. I expressly acknowledge that COVID-19 is a worldwide pandemic and is highly contagious, AND CAN RESULT IN SEVERE ILLNESS OR DEATH, IF CONTRACTED. I have reviewed all measures considered and implemented by MBA for the Event in which I intend to participate, including, but not limited to, medical screenings, the presence of medical personnel, sanitary practices, and contact restrictions; and I am satisfied that MBA has sufficiently complied with all laws of the State of Florida and other local jurisdictions, and has otherwise implemented satisfactory measures to safeguard me from COVID-19, and limit its spread at MBA Events. I FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, NOTWITHSTANDING SUCH EFFORTS AND MEASURES: (i) MY PARTICIPATION IN CERTAIN MBA EVENTS, BY THEIR NATURE, INVOLVE MY CLOSE PROXIMITY TO, AND LIKELY PHYSICAL CONTACT WITH, OTHER PEOPLE, INCREASING MY RISK OF CONTRACTING COVID-19, WHICH MAY IN TURN RESULT IN SERIOUS ILLNESS OR DEATH; (ii) MBA CANNOT AND DOES NOT REPRESENT, IN ANY WAY, THAT I WILL NOT BECOME INFECTED WITH COVID-19 BY PARTICIPATING IN THIS OR ANY OTHER MBA EVENT; AND (iii) I HAVE CAREFULLY CONSIDERED THE RISK OF INFECTION BY MY PARTICIPATION, AND BY INSCRIBING MY INITIALS IMMEDIATELY BELOW THIS PARAGRAPH, I ALONE ASSUME ANY AND ALL SUCH RISK, AND I AGREE THAT ALL OF THE RELEASE AND HOLD-HARMLESS PROVISIONS OF THIS DOCUMENT SHALL BE APPLICABLE IN THE EVENT I BECOME INFECTED DURING OR AFTER ANY MBA EVENT.

(Initial Here)

I further agree: (i) to inform an MBA Event director, official or medical professional if I have a fever, or if I am displaying or experiencing any other COVID-19-like or flu-like symptoms; (ii) that I will not participate, and will depart (or not attend) the Event if I experience any such symptoms prior to, or during, an Event or if I have been exposed to any person who is infected with COVID-19 or has been exposed to it themselves; and (iii) that I will indemnify and hold MBA harmless from and against any and all claims, actions and causes of action by any persons claiming to have been infected with COVID-19 by me or as a result of my participation in an Event.

(f) Authorization for Emergency Medical Care. In the event I sustain injury or illness while participating in MBA Events, I authorize licensed medical personnel to perform or administer to me on an emergency basis any first-aid, medication, medical treatment or surgery that they in good faith deem necessary. I also give permission for attending emergency medical personnel to execute on my behalf my permission forms or other necessary medical documents and to act in my behalf if I am unable to do so and if no other person is present who is legally authorized to consent to emergency treatment for me.

(g) Consent to Use Pictures or Recordings of Participant and Release of Liability with Respect Thereto. I give MBA the absolute and unconditional right and permission to copyright and/or publish, or use at its discretion, photographic portraits or pictures of me, or in which I may be included in whole or in part, or in my own or a fictitious name, including reproductions thereof in color or otherwise, made through any media, for art, advertising, trade, visual documentary, promotional, television, radio or film coverage or any other lawful purpose whatsoever, without compensation to me. I waive any and all rights to inspect or approve the finished product or the copy that may be used in connection therewith, or the use to which it may be applied. I release all Released Parties, and discharge and hold each of them harmless from and against any and all liability whatsoever, including but not limited to blurring, distortion, alteration, optical illusion resulting from its use in any form or medium, whether intentional or otherwise, which may result or be produced in the taking of any such pictures or creation of such images, including in the processing of any such pictures or images toward completion of the finished product.

(h) Consent to Health and Medical Screening and Use of Screening Results. I consent to any health and medical screening MBA may require at any time prior to, during or after any Event, including, but not limited to, my submission to (i) having my temperature taken, (ii) oral or nasal swab, and (iii) any COVID-19 testing. I authorize MBA to post my personal health screening results to my personal, private email account to which only I have access. I also authorize MBA to aggregate data from my personal screening results with data from other participants' health screening results for the purpose of contact tracing, education and/or research purposes, with the understanding that my personal health screening results will not be published in any way that will personally identify me.

(i) Consent to Share My Personal Contact Information With Media. Because media may want to contact me about my participation in MBA, I consent to MBA sharing my email or similar contact information with only the media.

(j) Agreement to Abide by Rules and Regulations. I agree to abide by all rules and regulations issued by Masters Basketball Association Inc., observe all rules of play, exercise good sportsmanship, and follow all written or oral instructions given by authorized personnel during every MBA Event. I agree that my failure to act may result in my disqualification or ejection from the Event..

I have read the above Agreement, Waiver, Release and Consent document in its entirety. I understand that the captions and titles used above are for convenience of reference only and in no way define, limit or describe the scope or intent of the foregoing provisions. I understand that I am giving up substantial rights by signing this document and hereby acknowledge that I am signing voluntarily.

SIGN HERE: _____
Signature of Participant

DATE: _____

PRINT NAME: _____