



Participant Agreement, Release and Assumption of Risk, and Photo Release

In consideration of the services of WORLD S.M.A.S.H. ORGANIZATION INC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as 'WORLD S.M.A.S.H. ORGANIZATION INC'), I hereby agree to release, indemnify, and discharge WORLD S.M.A.S.H. ORGANIZATION INC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I acknowledge that my participation in basketball and conditioning training and instruction, ball drills, games, physical conditioning and other various disciplines entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, WORLD S.M.A.S.H. ORGANIZATION INC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WORLD S.M.A.S.H. ORGANIZATION INC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WORLD S.M.A.S.H. ORGANIZATION INC's equipment or facilities, including any such claims which allege negligent acts or omissions of WORLD S.M.A.S.H. ORGANIZATION INC.

Should WORLD S.M.A.S.H. ORGANIZATION INC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against WORLD S.M.A.S.H. ORGANIZATION INC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a

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lawsuit against WORLD S.M.A.S.H. ORGANIZATION INC on the basis of any claim from which I have released them herein.

In addition, by agreeing to this waiver I am WORLD S.M.A.S.H. ORGANIZATION INC has my permission to use my or my child's photograph publically to promote the WORLD S.M.A.S.H. ORGANIZATION INC. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

To opt out of this after agreeing, any parent or child may email **worldsmash2834@gmail.com** and state that no photos of their child may be used for WORLD S.M.A.S.H. ORGANIZATION INC promotional materials or in any way by WORLD S.M.A.S.H. ORGANIZATION INC.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE AGREEMENT IN ITS ENTIRETY. I CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PLACING A CHECK MARK IN THE CHECKBOX ON THE PLAYER REGISTRATION SIGNUP FORM, WHICH SERVES AS MY OFFICAL SIGNATURE, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Sharing Makes All Spirits Happy

World S.M.A.S.H. Organization Inc.