

**ASSUMPTION OF RISK, WAIVER & RELEASE OF LEGAL CLAIMS, COVENANT NOT TO SUE, & INDEMNIFICATION AGREEMENT**

By signing below, you assume and agrees to the following terms and conditions contained in this Assumption of Risk, Waiver and Release of Legal Claims, Covenant Not to Sue, and Indemnification Agreement (the "Agreement").

**Assumption of Risk**

You acknowledge and understand that there is a risk that by engaging in Activities at Football Fundamental Combine participants/staff can contract COVID-19 while at the facilities of Durham County Memorial Stadium. You also acknowledge that due to the physical nature, the said Activities carry a greater risk than other activities of exposure to COVID-19. Even when all reasonable precautions are taken, there is an unavoidable risk of exposure to COVID-19. You agree that the Football Fundamental Combine/ any of its staff or subsidiaries/ and parent organizations/ Top Hoops USA and the Released Parties (defined below) are not responsible for these and other unexpected occurrences and that you will participate in the activities under this Agreement at your own risk. You voluntarily, freely, and expressly choose to incur all risks associated with the Activities, including contraction of COVID-19, understanding that those risks may include personal harm or injury, illness, damage to property, and/or death.

**Covenant Not To Sue**

You agree not to sue the Released Parties Power Top Hoops Combine, Football Fundamental Combine, and any of its staff and any of its subsidiary or to join in any lawsuit or legal proceeding, including a collective or class action, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein. You further agree that parents, legal guardians, heirs, executors, administrators, personal representatives, and/or anyone else claiming on your behalf by reason of injury to your person or property, or your death, shall not institute any lawsuit or legal proceeding, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein. Should any such suit or action at law or otherwise be instituted against any of the Released Parties, you agree that such Released Parties shall be entitled to recover attorney's fees and expenses incurred in defense of such suit or action, including any appeals therefrom.

Indemnity Against Third Party Claims You agree to indemnify, save, and hold harmless the Released Parties from any and all losses, claims, liabilities, actions, or proceedings of every kind and character, including attorneys' fees and expenses, which may be instituted or claimed by any other persons or organizations and which arise directly or indirectly from your participation in the Activities, whether resulting from the negligence and/or other fault, wither active or passive, of any of the Released Parties or from any other cause.

**Representations and Acknowledgement**

By signing below, you acknowledge and agree that you have carefully read this Agreement, and fully understand its contents. you are aware that this Agreement contains a release and waiver of liability and a waiver of all your rights and claims for damages that you (and others claiming through you) may have that exist or may arise in the future as a result of injury to your person or property, or death, that you/participant may sustain by engaging in the activities under this Agreement. Additionally, by signing below, you (and your parent/guardian) if you are under the age of 18 acknowledge and agree that you have signed this Agreement on your own free will.

Name

Signature

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Print Name Parent/Guardian (if under 18) Signature of Parent/Guardian

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