

RELEASE OF LIABILITY and ACKNOWLEDGEMENT OF INSURANCE

In exchange for participation in the activity of **R-MC Elite Camp** organized by Lindsey Burke Basketball Camps, LLC, I, _____, am the parent or legal guardian of _____, whom I wish to participate in the **R-MC Elite Camp** organized (the Activity). I have read the following release agreement and agree to its terms.

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Lindsey Burke Basketball Camps, LLC, or the staff, representatives or agents of Lindsey Burke Basketball Camps, LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Lindsey Burke Basketball Camps, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities hosted by Lindsey Burke Basketball Camps, LLC. I understand the risk of participating in the Activity may increase the risk of COVID-19 exposure and agree to following all COVID-19 related rules put forth by Lindsey Burke Basketball Camps, LLC. I understand I cannot hold Lindsey Burke Basketball Camps, LLC liable for any exposure and/or contraction of COVID-19 due to my participation in the Activity.

In consideration of my participation in the Activity, I agree I will not sue Lindsey Burke Basketball Camps, LLC and I hereby release and indemnify Lindsey Burke Basketball Camps, LLC from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, personal injury (including death) or property damage, that I may sustain, arising from the Activity or while upon the premises where the Activity is being conducted. We, the undersigned, for ourselves, our heirs, executors, and administrators, waive and release and forever discharge Lindsey Burke Basketball Camps, its staff, representatives or anyone connected with Lindsey Burke Basketball Camps, LLC from any and all rights and claims for damages to personal property which may include accidents, medical, dental, or other expenses incurred as the result of accidents sustained during participation in the Activity.

3. INDEMNIFICATION. I agree to indemnify and defend Lindsey Burke Basketball Camps, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Lindsey Burke Basketball Camps, LLC.

4. FEES. I agree to pay for all damages to the facilities of Lindsey Burke Basketball Camps, LLC caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Virginia law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. STATEMENT OF PHYSICAL FITNESS: I state that, _____ (participant), is physically fit and in a condition that will allow full participation and safety in the Activity. I, _____, (participant) maintain medical insurance that covers me for any accidents, injuries, and illnesses while I am participating in this Activity.

10. USE OF PICTURES: I hereby authorize and give Lindsey Burke Basketball Camps, LLC. permission to take, use, publish, and reproduce photographs, videos, and other images of participant for the Lindsey Burke Basketball Camps, LLC records, website, brochures, group photos, or other media. I agree to the above statement: ____ (yes)

Camp Cancellations: If Lindsey Burke Basketball Camps, LLC officially cancels a camp, all campers registered in that camp will be issued a refund, or you may have a credit applied to a future week of camp. If a camp cancels mid-week due to a positive COVID test in that camp, or some other extenuating circumstance, a prorated credit will be applied to attend a future camp. I agree to the above statement: ____ (yes)

Parent/Guardian Name: _____ Phone: _____

Participant Name: _____

Parent/Guardian Signature: _____ Date: _____

Participant Signature: _____ Date: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Number: _____

Health Insurance Provider: _____

Policy Holder: _____ Policy Number: _____

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER
UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER
CERTAIN LEGAL RIGHTS.**

By: _____ (parent/guardian) Date: _____