

WEST U YBL

West U Youth Basketball League

PLAYER WAIVER

In consideration of my child being allowed to participate in the programs and activities offered by or through the West U Youth Basketball League, a Texas nonprofit corporation ("**WEST U YBL**"), the parent or guardian of the player named in the registration form (the "**Player**") acknowledges and agrees as follows.

1. Participation. By my execution, I request that the Player be permitted to participate in the youth basketball league offered by WEST U YBL.

2. Player. The Player is a minor and I am the Player's parent or legal guardian, and I am authorized to execute this Player Waiver on behalf of the Player, myself and the Player's other parent or guardian, if any.

3. Risks. The risks associated with the WEST U YBL's programs are significant and such risks include the potential for serious permanent injury, paralysis and even death. While particular rules, equipment, and personal discipline may reduce the risks, the risks will still exist.

4. Rules. I have had an opportunity to review the rules and requirements for participation in WEST U YBL's program and I agree to comply, and I agree to cause the Player to comply, with such rules and requirements.

5. Hazardous Activities. If I observe or otherwise become aware of any hazardous condition, conduct or circumstance (including those related to premises or equipment) that presents an unreasonable risk to the Player or others in connection with any WEST U YBL activity (collectively, a "**Hazardous Condition**"), I will immediately (i) remove the Player from the Hazardous Condition and (ii) report the Hazardous Condition to referees and WEST U YBL officials.

6. Assumption of Risk. ON BEHALF OF THE PLAYER, MYSELF, AND THE PLAYER'S OTHER PARENT OR GUARDIAN, I KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, ARISING FROM OR RELATED TO PARTICIPATION IN THE WEST U YBL PROGRAM.

7. Release and Indemnity. ON BEHALF OF THE PLAYER, MYSELF AND THE PLAYER'S OTHER PARENT OR GUARDIAN, TOGETHER WITH MY AND THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS AND PERSONAL REPRESENTATIVES, I DO HEREBY RELEASE THE WEST U YBL PARTIES (AS DEFINED BELOW) FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE FROM ANY ILLNESS, PERSONAL INJURY OR DEATH OF THE PLAYER AND ANY THIRD-PARTY, ARISING FROM OR RELATING IN ANY MANNER TO THE PLAYER'S PARTICIPATION IN THE WEST U YBL'S PROGRAM AND AGREE TO HOLD THE WEST U YBL PARTIES HARMLESS FROM SAME, REGARDLESS OF WHETHER SUCH ILLNESS, PERSONAL INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE SOLE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, FAULT OR PROPERTY CONDITION OF ANY ONE OR

MORE OF THE WEST U YBL PARTIES, AND REGARDLESS OF WHETHER CAUSED IN COMBINATION WITH THE SAME OR SIMILAR CONDUCT BY ANY THIRD-PARTY(S).

8. WEST U YBL Parties. All references to the "**WEST U YBL Parties**" shall mean (i) WEST U YBL, (ii) churches participating in the WEST U YBL program, including without limitation, West University United Methodist Church, West University Baptist Church, and potential facilities in the area that may be incorporated in the program at later date (iii) the owner(s) and/or operator(s) of any premises on or at which WEST U YBL programs are conducted; and (iv) the respective owners, directors, managers, officers, employees and volunteers of (i)-(iii).

9. Medical Authorization. In the event of injury to or illness of the Player in my absence, I hereby authorize WEST U YBL: (i) to receive all information in connection with any and all actual or proposed medical, dental and surgical treatment for the Player; and (ii) to consent to all medical, dental, and surgical treatment for the Player, for the account of the undersigned Parent/Guardian and not at the expense of WEST U YBL, including without limitation, hospitalization, anesthesia, surgery, dental treatment, blood transfusion, administration of medications and other medical and/or dental procedures.

10. Internet Authorization. I hereby give my permission for WEST U YBL to publish any photo or image that includes the Player with or without identifying information on WEST U YBL's public Internet sites and in any of WEST U YBL's promotional materials.

11. Acknowledgment. I have fully read this Player Waiver and understand that I have given up substantial rights by agreeing to it and do so freely and voluntarily without any reservation or inducement.