

## RELEASE AND WAIVER OF LIABILITY AND PARENTAL CONSENT AGREEMENT

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of April, 2018, by the parent or legal guardian \_\_\_\_\_ ("Guardian") of minor participant \_\_\_\_\_ ("Minor") in favor of HENRY ELLENSON BASKETBALL ACADEMY (the "Camp"), HENRY ELLENSON, ROC NATION, LLC, ROC NATION SPORTS, LLC, RICE LAKE HIGH SCHOOL and their respective directors, officers, employees, agents, shareholders, subsidiaries, affiliates and assigns (collectively, "Clinic Parties").

Minor desires to participate in the Clinic and engage in the activities related to being a participant in the Camp. In consideration for participating, Guardian, on behalf of himself/herself and on behalf of the Minor, hereby freely and voluntarily, without duress, executes this Release under the following terms:

1. **Guardian Status.** By my signature below, I attest that I am the parent or legal guardian of the Minor named in this Release, and that I have the authority to execute this Release on behalf of the Minor.
2. **Waiver and Release.** Guardian, on behalf of himself/herself and on behalf of the Minor, releases and forever discharges and holds harmless the Clinic Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Minor's participation in the Clinic. Guardian, on behalf of himself/herself and on behalf of the Minor, understands and acknowledges that this Release discharges the Clinic Parties from any liability or claim that Guardian and the Minor may have against the Clinic Parties with respect of bodily injury, personal injury, illness, death, or property damage that may result from activities at the Clinic site. It is also understood that the Clinic does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Minor, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.
3. **Medical Treatment.** Guardian, on behalf of himself/herself and on behalf of the Minor, hereby releases and forever discharges the Clinic Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Minor's time at the Clinic.
4. **Assumption of Risk and Indemnification.** Guardian, on behalf of himself/herself and on behalf of the Minor, understands that the Minor's participation at the Clinic may include activities that may be hazardous to the Minor. Guardian, on behalf of himself/herself and on behalf of the Minor, recognizes and understands that the Minor's activities at the Clinic may, in some situations, involve activities which can pose risk of harm or injury to the Minor. Guardian, on behalf of himself/herself and on behalf of the Minor, also hereby expressly assumes the risk of injury or harm in these activities and releases the Clinic Parties from all liability for injury, illness, death or property damage resulting from the Minor's activities or the Minor's participation in the Clinic. Guardian, on behalf of himself/herself and on behalf of the Minor, agrees that if anyone makes a claim against the any or all of the Clinic Parties, that Guardian, on behalf of himself/herself and on behalf of the Minor, agrees to indemnify, save and hold harmless

the Clinic Parties from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

5. **Photographic Release.** Guardian, on behalf of himself/herself and on behalf of the Minor, gives all participating media and organizations (including, but not limited to, the Clinic Parties) the perpetual and irrevocable right and permission throughout the world in all media (whether now know or hereafter devised) to reproduce, print, publish and disseminate, the name, portraits, pictures, voice, likeness and any biographical information of the Minor in connection with the Clinic. Furthermore, Guardian, on behalf of himself/herself and on behalf of the Minor, agrees that he/she has been granted the aforementioned rights and shall indemnify the Clinic Parties in connection therewith.
6. **Other.** Guardian, on behalf of himself/herself and on behalf of the Minor, expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Guardian, on behalf of himself/herself and on behalf of the Minor, agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING.

I have read this Release and Waiver of Liability and Parental/Guardian Consent Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.

Name of Parent or Legal Guardian \_\_\_\_\_

Name of dependent/Minor \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_

Address/Phone number of Parent or Legal Guardian \_\_\_\_\_

**HENRY ELLENSON BASKETBALL ACADEMY**

Child's Name: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Media Release

I, \_\_\_\_\_, as the parent or  
(Parent's Name)

guardian of \_\_\_\_\_ give all participating  
(Child's Name)

media and organizations (including, but not limited to, Roc Nation, LLC), and their subsidiaries, affiliates, licensees, employees, agents, officers, directors, assignees, and designees (collectively the "Camp Parties") the perpetual and irrevocable right and permission throughout the world in all media (whether now know or hereafter devised) to reproduce, print, publish and disseminate, the name, portraits, pictures, voice, likeness and any biographical information of

\_\_\_\_\_, in connection with the  
(Child's Name)

HENRY ELLENSON BASKETBALL ACADEMY on June 11-12, 2018 in Rice Lake, Wisconsin.

Furthermore, I agree that I have been granted the aforementioned rights and shall indemnify the Camp Parties in connection therewith.

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date