

AGREEMENT TO WAIVER OF CLAIM AND LIABILITY RELEASE

It is the intent of the undersigned Participant and his parents or legal guardians to release the Mountain House Sports Incorporated (MHSI), Mountain House Youth Basketball (MHYB), and its agents and employees from any claims or liability to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

1. WE UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE GAME OF BASKETBALL IS A CONTACT SPORT THAT PRESENTS THE INHERENT RISK OF SERIOUS BODILY INJURY, AND OUR WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE GAME OF BASKETBALL IN CONNECTION WITH THE PROGRAM.

2. We the undersigned, as a Participant in and the parents or legal guardians of a Participant in the Program, hereby waive and renounce any claims against the MHSI/MHYB, their employees, sub-contractor, sponsors, agents, and affiliates, or any other person participating in the Program, including without limitation any claims based on negligence, for any injury to the Participant or others, loss damage, sickness, accident, delay, or expenses of any kind whatsoever resulting from the Participant's participation in the Program.

3. We also agree to hold harmless the MHSI/MHYB and its agents and employees from any and all claims arising out of the equipment or uniform supplied to Participant for use in the Program, or the equipment or other materials used by Program staff in implementing the Program.

4. We understand and acknowledge that the MHSI/MHYB and its agents and employees do not guarantee the security or safety of Program sites, of the areas adjacent to and surrounding Program sites, or of any areas Participants may traverse on their way to or from program sites. We release the MHSI/MHYB and its agents and employees from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with the Program, which incidents could occur on Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Program sites. We further release the MHSI/MHYB and its agents or employees from liability for any damage or injury that may occur as a result of the surface or

condition of the Program site itself (e.g. the basketball courts, school sites), or the condition of facilities or equipment used at the site.

5. We recognize that the Participant must obey the instructions of coaches, their assistants, and any other program staff, and we have instructed the Participant to obey said coaches and other Program staff. We understand and acknowledge that the Program staff and MHSI/MHYB reserve the right to terminate the participation in the Program of any Participant whose conduct may be considered by the MHSI/MHYB, in its sole discretion, to be detrimental to or incompatible with the interests and security of the Program or the MHSI/MHYB. In the event of any such action by the MHSI/MHYB, we understand and acknowledge that we will have no right to any compensation or damages from the MHSI/MHYB, its agents or employees.

6. We represent and confirm that the Participant is physically fit to play the game of basketball and otherwise to participate in the Program.

7. We further understand that should any medical services be provided or made available to the Participant in connection with his participation in the Program, the provision or availability of which the MHSI/MHYB does not sponsor or guarantee, the MHSI/MHYB does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the MHSI/MHYB be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. We also understand that the MHSI/MHYB cannot be held liable for any other services provided in connection with the Program, including without limitation any coaching, counseling, transportation, or security services.

8. We hereby grant the MHSI/MHYB the right to use the name, image, likeness, photograph, and biographical material pertaining to the Participant throughout the world in any and all media in connection with promoting or publicizing the Program or any other endeavor.

9. If any portion of this Waiver and Release is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, we hereby agree that such determination shall not affect the balance of this Waiver and Release, but this Waiver and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.