RELEASE AND WAIVER OF ALL CLAIMS

Please sign this form and bring it with you to on-site registration!

-For Office Use Only-

_____
(Participant)

_____ _____
Height Verified by

RELEASE AND WAIVER OF LIABILITY AGREEMENT
RELEASE AND WAIVER OF ALL CLAIMS

I hereby apply to participate in the Gus Macker 3-on-3 Basketball Tournament (the "Tournament"), **Gaylord, MI** on **June 25-26, 2022**

I understand that participating in the Tournament will expose me to above normal risks of injury or harm. These risks include uneven or hazardous playing surfaces, physical contact or collisions with other players, spectators or inanimate objects on or about the court. I understand that the sport of basketball is in itself hazardous and may result in serious injury and/or death to me or other players.

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I represent that I have no health or physical problems that will interfere with my participation in the Tournament.

I agree that I am responsible for my own safety.

I hereby assume all risks associated with my attendance and participation in the Tournament. I understand that I am solely responsible for any injuries or illnesses which may occur to me as a result of my participation in the Tournament and I specifically waive my right to bring litigation against the sponsors and specifically release any right to the fullest extent permitted by law which I have to assert a negligence claim against the Tournament, the Tournament sponsors, their agents or representatives.

I hereby fully and forever release, discharge, and agree not to sue Wilson Sporting Goods, Connor Sport Court International, TRIKO LLC, Laughlin, Marinaccio & Owens, Inc., Macker Basketball, LLC, Otsego County Sportsplex, Gaylord Community Schools, McNamara Insurance, Great Lakes Energy, Baymont Hotel, Wernigs Buick GMC, Community Financial, Hutson Inc., EJ, Gaylord Tourism, Army National Guard, Sun Frog, Munson Health Care, any other sponsors (hereafter called “Tournament Sponsors”) their officers, directors, agents, employees, representatives, and successors for any and all claims, causes of action or liability for any injury, loss or damage sustained or incurred by me arising out of or in any way associated with my attendance at or participation in the Tournament, including all claims, causes of action or liability arising out of the negligence of the Tournament, the Tournament Sponsors, their agents or representatives.

I agree to indemnify and hold harmless Tournament Sponsors, their agents or representatives from any loss, damage or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought to me, anyone acting on my behalf, or by anyone else because of conduct attributed to me.

I agree that this agreement shall be construed and interpreted according to the law of the State of Michigan.

I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf, including a parent, guardian or next friend.

I understand and agree that by signing this document, if I am exposed or infected by SARS-CoV-2, COVID-19 and/or any mutation or variation thereof during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have read the above items of the Release and Waiver, understand them, agree to abide by them, and hereby acknowledge that I have read and understand this Release and Waiver.

Date: _____, 2022 Court: _____

I am at least 18 years old. _____
(Signature)

Participant _____is less than 18 years old.
(Signature)

Printed Name _____

I sign this release on his/her behalf, and hereby agree to indemnify and hold harmless the Tournament, the Tournament Sponsors, their agents or representatives, from any loss, damage or expense sustained or incurred by them arising from any claim, cause of action or liability which may be brought by my minor child.

I sign this release on his/her behalf: _____
(Parent/Guardian)

In consideration of participation in the program, I agree that my likeness may be photographed or videotaped and that such image may be published in an outlet used to promote or publicize the program.

Participant _____ Date:_____
(Signature)

Participant is less than 18 years old. I sign this release on his/her behalf: Date: _____

Parent or Guardian _____