

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to participate in the NATIVITY 3 ON 3 BASKETBALL TOURNAMENT (whether singular or plural, hereinafter referred to as the "**Activities**") sponsored by NATIVITY OF MARY SCHOOL AND HOME SCHOOL ASSOCIATION, a New York not-for-profit with offices located at 8550 Main Street, Williamsville, NY 14221 (together, the "**Sponsor**"). As lawful consideration for being permitted by the Sponsor to participate in the Activities and the intangible value that I will gain by participating in the Activities, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE SPONSOR OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Sponsor, and its officers, employees, agents, affiliates, volunteers, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Sponsor or any Releasees or otherwise. I covenant not to make or bring any such claim against the Sponsor or any other Release and forever release and discharge the Sponsor and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Sponsor and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against an indemnified party in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my participation in the Activities.

This Agreement constitutes the sole and entire agreement of the Sponsor and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Sponsor and me and their respective successors and assigns. All matters arising out of or relating to the making or performance of this Agreement whether sounding in contract, tort or statute] shall be governed by and construed in accordance with and enforced under the internal laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Erie County, New York and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSOR.**

Signed:

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Printed Name:

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