

AVAC UNITED LLC PERMISSION FORM, MEDICAL & LIABILITY RELEASE; EVENT COVID-19 WAIVER; AND PERMISSION-USE OF NAME AND LIKENESS FOR PUBLICITY AND DISPLAY OF IMAGES ON AVAC UNITED LLC BASKETBALL WEBSITES AND OTHER MEDIA

Name of Team _____ Division _____

PERMISSION FORM, MEDICAL & LIABILITY RELEASE

This is to certify that the parent/guardian of the below referenced player(s) gives permission on behalf of the referenced player(s) to participate in any and all AVAC United LLC and affiliates tournaments and events. Additionally give permission to participate at the MAP Sports Facility, AIM Sportsplex, and any other facility used by AVAC United LLC and affiliates to host tournaments and events.

The undersigned parent/guardian hereby consents to the performance of any emergency medical procedure, which may be considered necessary by any medical officer as a result of injury or other emergency to player during participation in any AVAC United LLC and affiliates tournaments and events. By signing this document, the parent/guardian acknowledges responsibility for all medical and accident insurance and acknowledges that the below referenced player(s) is/are medically and accident insured while participating in any and all AVAC United LLC and affiliates tournaments and events.

The undersigned releases AVAC United LLC and affiliates, MAP Sports Facility, AIM Sportsplex, and any other facility used by AVAC United LLC and affiliates to host tournaments and events from any and all liability for any injury or loss sustained by the player(s), and/or anyone associated with said player(s), while participating in any AVAC United LLC and affiliated tournaments and events. This includes, but is not limited to tournament games, warm-up times, and traveling to and from such events conducted by AVAC United LLC and affiliates.

This agreement is ongoing and has no expiration date. The signing of this parent/player agreement shall be considered as a waiver and indemnifies all of the above of any and all claims for any such injury or loss. A photocopy, facsimile, or electronic copy of this Permission Form and Release will have the same effect as the original. Signatures on Page 4.

EVENT COVID-19 WAIVER

AGREEMENT TO ABIDE BY SAFETY PROTOCOLS AND NOTIFICATION REQUIREMENTS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The United States Center for Disease Control and Prevention (CDC), the State of California, and local county health departments have recommended social distancing measures of at least six feet between people and have encouraged vulnerable people or persons with compromised immunities to avoid public gatherings and spaces. The medical knowledge and resulting restrictions and recommendations continue to evolve, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spreading the disease and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. AVAC United LLC and affiliates cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while entering into and or utilizing the Map Sport Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events. It is not possible to prevent the

presence of the disease or the possibility that you may be exposed to COVID-19 while at Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events. Therefore, if you choose to enter into and utilize MAP Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events you may be exposing yourself and your child(ren) to and/or increasing your (their) risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: The undersigned is aware of and acknowledges the serious risks from COVID-19. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting and/or spreading COVID-19 for myself and/or my child(ren) in order to be allowed to enter into and utilize Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events. The use of these facilities is of such value to me and/or to my child(ren) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to enter into and or utilize Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events.

WAIVER AND RELEASE : On behalf of myself, and any of all of my family members, minor child(ren), my heirs, successors, assigns and personal representatives and each of them, having voluntarily and knowingly entered the Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events, I hereby forever release and waive my right to bring suit against Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events and AVAC United LLC and affiliates, its owners, officers, directors, managers, officials, trustees, agents, employees, affiliates and or other representatives (released parties) in connection with any and all exposure, infection, and/or spread of COVID-19 related to me and/or my child(ren) entering into and or utilizing Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events. I understand that this waiver and release means that I have forever discharged the released parties and give up all of my right to bring any claims, actions, lawsuits, demands for damages and or losses, including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child(ren) may have to seek damages, whether known or unknown, foreseen or unforeseen to the maximum extent allowed by law.

This is intended as a full and complete release of all liability of any nature whatsoever for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same are now known or unknown to the undersigned, expected, or unexpected by the undersigned, or have appeared or developed, and all rights under Section 1542 of the *California Civil Code* are hereby expressly waived and relinquished. Section 1542 of the *California Civil Code* provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

NOTIFICATION REQUIREMENTS: As a condition for being allowed to enter into and use the Map Sports Facility and any other facility used by AVAC United LLC and affiliates to host tournaments and events, I agree that if I, or my child(ren), receive a positive COVID-19 diagnosis, I will promptly notify AVAC United LLC management. I consent to allow AVAC United LLC and affiliates representatives to notify employees and other users of the facilities that another user of the facility tested positive for COVID-19, without identifying me by name.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this assumption of risk, waiver, and release. This assumption of risk, waiver, and release contained herein shall be binding upon the undersigned and inure to the benefit of the released parties, and the officers, principals, legal representatives, assigns, members, and successors in interest of each of them. If any provision hereof is found

by a court of competent jurisdiction to be unenforceable or invalid the remaining provisions shall be unaffected and remain enforceable to the full extent of the law.

This Assumption of Risk, Waiver, and Release is entered with AVAC United LLC and affiliates, California pursuant to the laws of the State of California and is intended to be valid and enforceable in the State of California to the greatest extent allowed by law.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ASSUMPTION OF RISK, WAIVER AND RELEASE AND AGREEMENT TO ABIDE BY SAFETY PROTOCOLS, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING THE LIABILITY AS IS DESCRIBED ABOVE. A photocopy, facsimile, or electronic copy of this Waiver will have the same effect as the original. Signatures on Page 4.

PERMISSION–USE OF NAME AND LIKENESS FOR PUBLICITY AND DISPLAY OF IMAGES ON AVAC UNITED LLC BASKETBALL WEBSITES AND OTHER MEDIA

By participating voluntarily, and on my own accord in AVAC United LLC and affiliates events, I hereby grant AVAC United LLC and affiliates, its agents and licensees, and other authorized media including television, radio, and newspapers, unrestricted permission to:

1. Use and re-use my name, photograph, voice, likeness, and biographical information including the use of such information or likeness on television and in any other media for any purpose and for use in publicity and advertising in all media.
2. Use, encode, digitize, copy, edit, excerpt, transmit and display on videotape, digital video stream, or any other media form, my participation;
3. Use and re-use my name, voice, photograph, likeness, biographic information, in connection with AVAC United LLC and affiliates website(s);

This permission shall apply to all activities in which I participate as part of AVAC United LLC and affiliates including its extended or subsequent related activities.

I/we understand that the above information will be distributed to members of the public and media to: publicize the activities of AVAC United LLC and affiliates as well as the performance of individual participants; promote AVAC United LLC and affiliates as organizations in the sports community; and communicate information to participants and their families the success of AVAC United LLC and affiliates.

I/we understand that the participants name and likeness may be included on the AVAC United LLC and affiliates website(s) and that performances may be webcast over the Internet to interested persons of AVAC United LLC and affiliates and members of the public at large, and may be videotaped and/or digitally captured for later webcast, broadcast and/or transmission. This grant includes without limitation perpetual rights for both internal use and for licensing, sale, or other transfer of the videotapes or digital files to third parties, and includes transmission and display over the Internet. This permission is irrevocable and royalty free and I understand that AVAC United LLC and affiliates will act in reliance on this permission.

I/we are the parent/legal guardian of the participant and minor listed on Page 4 and have the authority to make this agreement on behalf of the participant. A photocopy, facsimile, or electronic copy of this Permission Form will have the effect as the original. Signatures on Page 4.

AVAC UNITED LLC PERMISSION FORM, MEDICAL & LIABILITY RELEASE; EVENT COVID-19 WAIVER; AND PERMISSION-USE OF NAME AND LIKENESS FOR PUBLICITY AND DISPLAY OF IMAGES ON AVAC UNITED LLC BASKETBALL WEBSITES AND OTHER MEDIA

*****SIGNATURES BELOW MUST BE THOSE OF PLAYER(S) AND PARENT/GUARDIAN ONLY*****

	NAME OF ATHLETE (Print Name)	SIGNATURE OF ATHLETE	SIGNATURE OF PARENT/GUARDIAN
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____

(For additional players, you can use a second waiver form and staple together)

1)	_____	_____	_____
	COACH (Print Name)	COACH SIGNATURE	DATE
2)	_____	_____	_____
	COACH (Print Name)	COACH SIGNATURE	DATE
1)	_____	_____	_____
	TEAM REPRESENTATIVE (Print Name)	TEAM REPRESENTATIVE SIGNATURE	DATE

ALL Athletes, Coaches, and Team Representatives MUST be listed with official signatures and submitted to Team Registration BEFORE the start of your first game