

3 On 3 BASKETBALL TOURNAMENT
benefitting Connor and Cameron Maxwell Endowment
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Hunter Bell, Snyder Memorial Baptist Church of Fayetteville, North Carolina, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as 3on3), I hereby agree to release, indemnify, and discharge 3on3, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that playing basketball entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
 - The risks include, among other things: being struck by another player; falling to the court; equipment failure; abrasions from the floor; head injuries; broken bone; strained muscles; lose of teeth; twisting of joints; and my own negligence.
 - Furthermore, 3on3 agents and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instruction, and equipment being used might malfunction.
2. I expressly agree and I promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless 3on3 from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of 3on3 equipment or facilities, including any such Claims which allege negligent acts or omissions of 3on3.
4. Should 3on3 or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce the agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against 3on3, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against 3on3 on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____ Age: ____
 Address: _____ City: _____ Zip: _____
 Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(must be completed for participants under the age of 18)

In consideration of (Print Minor's Name) _____ (Minor's Age) _____ being permitted by 3on3 to participate in the activities and to use its equipment and facilities. I further agree to indemnify and hold harmless 3on3 from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent/Guardian Signature: _____ Print Name: _____ Date: _____