



2024 Heart 2 Soul Fest 3 on 3 Basketball Tournament Acknowledgement, Release and Waiver Form

In CONSIDERATION of allowing my minor child, _____ (“the Participant”), to participate in the 2024 Heart 2 Soul Fest 3 on 3 Basketball Tournament, the undersigned acknowledges, appreciates and agrees that:

1. I am the parent / guardian of the above-named Participant having full legal responsibility for decisions regarding the above-named Participant;
2. I believe that my child is physically, emotionally and mentally able to participate in the tournament
3. I hereby acknowledge that I am aware of the risks and hazards associated with or related to basketball. The risks and hazards include, but are not limited to injuries from:
 - A. Executing strenuous demanding physical techniques in basketball;
 - B. Floor, turf and other surfaces including bacterial infections and rashes;
 - C. Falls to the ground due to aggressive play and dribble;
 - E. Collisions with other players and basketball equipment;
 - F. Failure to properly use any piece of equipment or from mechanical equipment failure
 - G. Extreme weather con
 - H. Contact, colliding or being struck by other participants, spectators, or equipment;
 - I. Vigorous physical exertion and strenuous cardiovascular workouts;
 - J. Exerting and stretching various muscle groups; and
4. Furthermore, I am aware that my child may:
 - A. Sustain injuries in basketball that can be severe, cause spinal cord injuries, paralysis and even be fatal;
 - C. Come into close contact with other participants, including the possibility of accidental and unexpected contact;
 - D. Risk of injury is reduced if he/she follows all rules established for participation; and
 - E. Risk of injury increases as he/she become fatigued.
5. Therefore, I:
 - A. Assume all risks arising out of, associated with or related to my child’s participation;
 - B. Am solely responsible for any injury, loss or damage that my child might sustain while participating; and
 - C. Release Youth Unlimited (TYFC), James Cardinal McGuigan Catholic High School, and the Heart 2 Soul Fest (“the Organization,” collectively) from liability for any and all claims, demands, actions and costs that might arise out of my child’s participation, which may lead to injuries, loss, and damage.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my signing of this document constitutes:

6. I am registering my child willingly and my child is participating voluntarily in the tournament.
7. I agree that there are risks in basketball as described above and my child will be exposed to these risks and hazards;
8. I agree to accept all these risks and hazards and be responsible for any injury or other loss which my minor child might receive while participating in the tournament. If, however I observe any unusual significant hazard during my presence or participation, I will remove my child/myself from participation and bring such to the attention of the nearest official immediately;
9. If something happens to my child, I release the organizers of responsibility for any claims, demands, actions and costs which might arise out of my child’s participation. I understand “Organizers” to mean: Youth Unlimited (TYFC), James Cardinal McGuigan Catholic High School, and Heart 2 Soul Fest Community Partners and their directors, officers, members, employees, volunteers, officials, participants, clubs, agents, sponsors, owners/operators of facilities and representatives.

Media Release for Minor Child: I hereby give my consent to Youth Unlimited (TYFC), its affiliates and agents, to use the image and likeness, in the form of pictures, video and other media, and names and any interview statements from me and the participants in their publications, advertising or other media activities (including the Internet). This consent includes, but is not limited to:

A. I hereby release and hold harmless the Organization any reasonable expectation of privacy or confidentiality for myself and for the minor child associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children listed above and that I have full authority to consent and authorize the Organization to use their likenesses and names.

B. I further acknowledge that participation is voluntary and that neither I, nor the minor child will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said media confers no rights of ownership or royalties whatsoever.

C. I hereby release the Organization, its contractors, its employees and any third parties involved in the creation or publication of the Organization's publication from liability for any claims by me or any third party in connection with my participation or the participation of the minor child listed above.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE PARTICIPANT, AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Print name of the Parent/Guardian

Signature of the Parent/Guardian

Date

Important Note: All youth under 17 years of age must have a parent or guardian sign off on the waiver in order to participate in the tournament. Each player on a team must print off the waiver and have it signed to bring with them to the tournament. A Guardian must be legally 18 years and older to sign the waiver and legally responsible for the minor in their care.