



SEATTLE SUPERHAWKS TRYOUT WAIVER

I, the undersigned, in consideration for the opportunity to participate in the Seattle SuperHawks Basketball Tryout (“Tryout”), agree as follows:

1. Assumption of Risk; Insurance. I understand and agree that the Tryout involves my participation in individual or team sports with other Seattle Superhawks. Such sports involve dangerous risks and hazards that may result in injury or even death. I am aware of the risks and hazards of the particular Tryout in which I participate. I also understand and agree that the Tryout in which I will be involved may result in damage or loss to my personal property either due to the environment or my own acts or omissions or the acts or omissions of others. I understand and agree that I am solely responsible for protecting and securing my personal property. I knowingly and voluntarily assume all risks of participating in the Tryout, including but not limited to an injury sustained through forces of nature, falling, slipping, collisions, impacts, or other causes, and any other accident or illness that may occur arising from or related to my participation in the Tryout, and any damage or loss to my personal property. I agree to follow the instructions, policies, procedures, and guidelines of the SuperHawks and to engage in the Tryout in a safe and appropriate manner. I acknowledge that the SuperHawks encourage me to consult with my physician before participating in any Tryout and to wear a medical alert bracelet or neck tag indicating any medical information I think appropriate. I have adequate accident and health insurance, and I agree that such insurance shall be in effect at all times during which I participate in the Tryout. I agree that I shall not hold the SuperHawks responsible for such insurance coverage.

2. Release of Liability; Indemnification. On behalf of myself, my heirs, legal representatives, and assigns, I release and agree to indemnify the SuperHawks and its directors, officers, administrators, employees, volunteers, and other agents (all collectively referred to as “Releasees”) from all claims, damages and other liability for any injuries, loss of life, property loss or further damage I may sustain arising from or related in any way to my participation in the Tryout (collectively referred to as “Claims”), even if arising out of the Releasee’s negligence. Provided. However, the provisions of this Section 2 do not apply to Claims against a Releasee arising out of such Releasee’s intentional misconduct or gross negligence.

3. Grant of Likeness Rights; Recording; Waiver of Inspection I hereby irrevocably grant to SuperHawks, its parent, affiliates, subsidiaries, licensees, successors, assigns, and those acting with its authority, the right to make use of my participation in Tryout in any media the SuperHawks see fit. I agree that SuperHawks may tape (video and audio) and photograph (still and motion) you and record my voice, conversations, and sounds, in connection with Tryout and that SuperHawks shall be the exclusive owner of the results and proceeds of such taping, photography and recording (“Work”) with the right to use such Work at SuperHawks’s sole discretion, throughout the universe, an unlimited number of times in perpetuity, and to copyright, use, and license others to use, in any manner, all or any portion thereof or any reproduction thereof in connection with the Tryout or otherwise. I agree that SuperHawks may use and license others to use my name, voice, likeness, quotes, and any biographical material concerning you that you may provide, in any and all media and in the promotion, advertising, sale, publicizing, and exploitation of the Tryout and/or otherwise (and ancillary products in connection with the Tryout) in connection with SuperHawks or its affiliated services, throughout the universe in all media (now known or hereafter devised), an unlimited number of times in perpetuity. I further represent that any statements made by me during my appearance are factual, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party. I hereby waive

any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that the SuperHawks are not obligated to use all or any of the rights granted. Further, I understand and acknowledge that SuperHawks will incur expenses and is proceeding in reliance on this Waiver, such that I may not revoke this Waiver. I also agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder and that if any provision in this Waiver is found to be unenforceable, then such provision shall be of no effect on any other condition herein.

4. COVID-19 Liability Waiver; Duty to Self-Report; Assumption of Risk. Because COVID-19 is highly contagious and is spread mainly from person-to-person contact, SuperHawks cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. By taking part in this Tryout, I certify that I, currently or within the past fourteen (14) days, am not experiencing nor have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; and that I have not been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and am not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for my treatment. I agree to self-monitor for signs and symptoms of COVID-19 and will contact the SuperHawks if I experience symptoms of COVID-19 within fourteen (14) days after participating. I acknowledge the following: (1) Participation includes possible exposure to an illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; (2) I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of SuperHawks; and (3) I hereby knowingly assume the risk of injury, harm, and loss associated with the Tryout, including any injury, harm, and loss caused by the negligence, fault or conduct of any kind on the part of SuperHawks. BY ATTENDING AND/OR PARTICIPATING IN THE TRYOUT, I AM DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Applicable Law & Jurisdiction; Arbitration. All controversies or questions with respect to this Waiver shall be determined in accordance with Washington law applicable to contracts made and to be performed wholly in Washington. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts having situs within the County of King and the State of Washington and/or federal court within the State of Washington. In the event a dispute shall arise between the parties to this Waiver, it is hereby agreed that the dispute shall be referred to the American Arbitration Association (AAA) for arbitration in accordance with AAA Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**NOTE: READ CAREFULLY BEFORE SIGNING.
THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS.**

Participant Signature: _____ **Date:** _____

Printed Name: _____

Phone Number: _____ **E-mail:** _____

Address: _____ \