

***PLEASE ENSURE YOU READ WAIVER TERMS ON PAGE 2***

## **THE MERCED BASKETBALL TOURNAMENT FORM AND STANDARD TOURNAMENT WAIVER**

### **Medical Insurance Waiver**

I understand that by participating in this the basketball tournament of YES ESL International Inc., I am expected to have my own health insurance coverage, and that in the event that I do not have my own medical insurance coverage, the basketball tournament of YES ESL International Inc. does not provide any medical coverage or health insurance for participants in this tournament to cover physical injuries or any financial or personal loss experienced due to participation in this tournament, or attendance at this tournament. THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, AND THE TERMS AND CONDITIONS OF THE BASKETBALL TOURNAMENT AND UNDERSTAND THAT THEY GIVE UP SOME RIGHTS BY SIGNING THE WAIVER AND SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ON PAGE 2, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**Please note, if a team plays a player without having signed this waiver, they will be deducted points, and may even be expelled from the tournament**

### **UNLIMITED WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in any way in the basketball tournament of YES ESL International Inc., including, without limitation all basketball tournaments and clinics and any and all related events and/or activities, the undersigned and his/her heirs, successors and personal representative(s):

1. Agrees that prior to participating, they will inspect the facilities and equipment to be used, and if they believe anything is unsafe, will immediately advise their coach, supervisor and/or referee of such condition(s) and refuse to participate; and further agrees to abide by all rules and guidelines that may be established and subsequently amended by The Basketball tournament or its designee for the Tournament and other associated events and conduct themselves safely and at a level consistent with their skill
2. Certifies that they are 18 years of age or older, physically fit and in normal health, and have not been otherwise informed by a physician or other medical person that they are incapable of participation in any sport leagues, clinics, or tournaments, including, but not limited to, the Tournament and further certifies that they maintain adequate health insurance to cover any injuries occurring in connection with the Tournament and its associated activities.
3. Agrees that, if they deliberately and violently physically assault another person with intent to harm or maliciously damage the property of another while participating in or attending the Tournament, beyond the normal course of play, they may be responsible for all resulting costs and damages. For players or guests staying at one of the tournament hotels, all incidental costs, or any damages incurred are their exclusive responsibility, and they shall provide a major credit card and driver's license upon check-in to secure the hotel room and expenses.
4. Acknowledges that they are aware of the risks inherent in participation in sports and other activities, including the Tournament; that the Tournament is physical and can require considerable physical exertion and could potentially lead to serious personal injuries including, but not limited to permanent paralysis, overheating, dehydration, limb injuries, temporary or permanent disability, and death and severe social and economic losses which might result not only from their own action, inactions or negligence but the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used and agrees to assume all such inherent risks and accept personal responsibility for the damages following such injury, permanent disability or death. Further acknowledges that there may be other risks not known to us or not reasonably foreseeable at this time and agrees that we are not responsible for such risks.
5. Releases, waives, discharges and covenants not to sue The basketball Tournament of YES ESL International Inc., its owners, partners, affiliated clubs, their respective shareholders, directors, officers, administrators, agents, coaches, referees and other employees, other participants in the Tournament, sponsoring agencies, sponsors, advertisers, and if applicable,

owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "Releasees," from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by an act or omission of the Releasees or otherwise.

6. Release of Liability: I agree to hold the County of Merced and YES ESL International Inc., its Board of Directors, and members free and harmless from any and all liability arising from any injury or harm that I may incur while participating in any YES ESL International Inc. activity. I understand that any liability, including expenses arising from injuries, will be borne by myself or through my own team or by personal insurance. I further agree to defend and indemnify the County of Merced and YES ESL International Inc. from any claims brought against my team or individual team members for conduct during any YES ESL International Inc. activity.

7. Agrees to indemnify and hold harmless the Releasees from any personal injury or property damage caused by the negligent, reckless, knowing or intentional act or omission of the undersigned while attending or participating in any YES ESL International Inc. and/or Travel and Play Inc. event or activity, including, without limitation, the Tournament.

8. Grants to The YES ESL International Inc. and their representatives exclusive irrevocable licenses to use in any way Participant's name, picture, or likeness, without further or additional consideration, for the purposes of publicizing or advertising YES ESL International Inc., the Tournament and/or future tournaments and events or associated companies in online, television, print, and all other media.

9. Agrees that: (1) the construction, interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of New York, excluding its conflict-of-laws principles; and (2) that the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the New York state and United States federal courts having within their jurisdiction New York, New York.

THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, AND THE TERMS AND CONDITIONS OF THE YES ESL International Inc. AND UNDERSTAND THAT THEY GIVE UP SOME RIGHTS BY SIGNING THE WAIVER AND SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Signature

Print Name

Date

Player 1 \_\_\_\_\_

Player 2 \_\_\_\_\_

Player 3 \_\_\_\_\_

Player 4 \_\_\_\_\_

Player 5 \_\_\_\_\_