PARTICIPANT WAIVER AND RELEASE

For purposes of this "Participant Waiver and Release" document, **"Event"** means the **"Go Hoop Day "** event being held at **Southwick Community Center on June 23, 2019** y and all transportation to, from and between Event locations, all product testing at the Event, and all other activities related to the Event and to my participation in the Event. In consideration of the opportunity to participate in the Event, I, the undersigned participant, acknowledge and agree that:

1. **ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.***

2. **RELEASE FROM LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge Go Hoop, LLC, Game Seven Marketing & Productions, LLC and their respective affiliates and subsidiaries, and their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event **(collectively the "Released Parties")** from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

3. **AUTHORIZATION TO RECORD AND TO USE RECORDINGS and NAME.** I hereby grant to Go Hoop, LLC, Game Seven Marketing & Productions, LLC, and their respective affiliates, subsidiaries, successors, assigns and licensees **(collectively "Go Hoop")** permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording at the Event **(collectively the 'Recording')** and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. Go Hoop shall have no obligation to use any of the rights I grant. I represent that it is not necessary for Go Hoop to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. **LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS.** I hereby grant to Go Hoop a perpetual license to use all comments, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

5. **ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in New York, NY unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I have read this Participant Waiver and Release, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Participant Waiver and Release freely and voluntarily, without any inducement or coercion.

I certify that:

☐ I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

PARTICIPANT SIGNATURE _____ PRINT NAME _____ DATE SIGNED _____

DATE OF BIRTH: _____ PHONE NUMBER: _____

ADDRESS: _____

EMERGENCY CONTACT (Name, Relationship, Phone): _____

In order to receive the latest news, event updates and other marketing e-mails from GoHoopDay.com, enter your email address here:

EMAIL ADDRESS: _____

By entering my email address, I understand and agree to be bound by the GoHoopDay.com Terms of Use (https://gohoopday.com/terms-and-conditions) and Privacy Policy (https://gohoopday.com/privacy-policy).

IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Participant Waiver Release, and (2) authorize Go Hoop to arrange for any necessary medical treatment for Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR GUARDIAN SIGNATURE _____ PRINT NAME _____ DATE SIGNED _____