

PARTICIPATION AGREEMENT, WAIVER OF LIABILITY, AND INDEMNIFICATION
THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE READ CAREFULLY.

Acknowledgment of Assumption of Risk. By signing this form, I represent and warrant that I am the parent or legal guardian of the participant, a minor ("Camper"), with the authority to sign this document on the Camper's behalf, and I acknowledge that I am aware of the dangers and risks to Camper involved in participating in the 2021 Phoenix Mercury Basketball Camp(s) (the "Camp"). Camper and I understand that the Camp involves risks to Camper which could result in serious injury or death. We also understand that there are potential risks which may presently be unknown. Because of the dangers of participating in the Camp, Camper and I recognize the importance of complying with, and Camper agrees to, and I shall ensure that Camper fully complies with, the applicable laws, policies, rules and regulations, and any supervisor's instructions or posted warnings regarding participation in the Camp. Minor and I have the right and responsibility to inspect all equipment and facilities prior to the Camp and, if we believe that anything may be unsafe, we will advise the Camp supervisor or the condition and may refuse to participate. **Participation means that we consent to these terms.** Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, the Women's National Basketball Association, the operator of any facility where Camps are held, and their respective parents, subsidiaries, affiliates, promotional partners, and entities involved in the development, implementation, or handling of the Camp and other persons associated with the Camp and their respective boards, officers, and employees (collectively, "Released Parties"), have no responsibility or liability for injury or death resulting from the Camp. I agree that the Camper voluntarily elects to participate in the Camp with knowledge of the dangers and risks involved, that I have warned Camper of the dangers and risks involved, and Camper and I agree to accept and assume any and all risks of property damage, personal injury, or death. Camper and I acknowledge and agree that the Released Parties are permitting Camper to participate in the Camp in reliance upon this agreement and our release and waiver.

Waiver of Liability and Indemnification. In consideration for being allowed to voluntarily participate in the Camp, on behalf of myself, Camper, Camper's personal representatives, heirs, next of kin, successors, and assigns, I forever: (a) waive, release, and discharge the Released Parties from any and all liability for Camper's death, disability, personal injury, property damage, property theft or claims of any nature which may hereafter accrue to Camper and Camper's estate as a direct or indirect result of Camper's participation in the event; and (b) agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims of any nature including, without limitation, all costs expenses and attorneys' fees, which in any manner result from Camper's participation in the Camp. On behalf of myself and Camper, I waiver any right to a trial for any claims arising out of the Camp, and agree that all claims shall be exclusively decided applying Arizona law by a single arbitrator, with arbitration to be held in Phoenix, Arizona. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extend allowed by law. I, the parent or legal guardian of Camper, affirm that I am freely signing this form. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me and Camper regarding any injury, losses or death Camper may sustain as a result of participation in the Camp. I agree that if any portion is held invalid, the remainder will continue in full force and effect and that if, notwithstanding this release, an action is brought on behalf of myself and/or Camper for damages arising out of such participation which requires Released Parties to expend attorneys' fees and costs, I agree to indemnify and hold Released Parties harmless for and against all such fees and costs.

Promotional Use. On behalf of myself and Camper, I agree that the Released Parties may use Camper's likeness, without compensation, including but not limited to, photographs, taken while Camper is at Camp, in any promotional and advertising materials, including but not limited to, videos, commercials, catalogs, product brochures, flyers, posters, newsletters, websites and any other promotional or advertising literature.

NOTICE TO CAMPER'S PARENT OR LEGAL GUARDIAN. READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THE CAMP, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE CAMP. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR MINOR CHILD PARTICIPATE IF YOU DO NOT SIGN THE FORM.

Name of Minor: _____ Age of Minor: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Printed Name of Parent/Legal Guardian: _____

APPROVAL FOR MEDICAL TREATMENT

I, the parent or legal guardian of the unemancipated minor named above, do hereby delegate to the Camp's employees or agents, the authority to seek, obtain and approve any medical care and treatment for the above named minor, which in their judgment is necessary for the health and well-being of the above named minor during his/her stay at the Camp. Further, to the greatest extent permissible by law, I shall indemnify and hold harmless, the Released Parties from and against any and all Claims arising out of any action taken in seeking and obtaining medical care and treatment for the above named minor, regardless of whether or not the injury or damages are caused in part by the Released Parties. I agree not to sue the Released Parties for any such injuries or damages the above named minor may sustain. I agree that the final authority to grant permission to participate in Camp rests with the Camp's medical staff. I authorize the medical staff to release any information required in applying for payment on my behalf, and I assign payment to those medical vendors for all services they may render. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or medical care being required and will serve as a specific consent to all treatment or hospital care. I understand that I am responsible for any costs incurred, which are not covered by insurance. I understand that I should contact my own insurance carrier to obtain additional insurance for the above named minor, if necessary.

Signature of Parent/Legal Guardian: _____ Date: _____