

Jay Bilas Skills Camp Liability and Image Release Form

For the purposes of this document, herein after referred to as “Release,” the party intending to participate in the Jay Bilas Skills Camp at Queens University of Charlotte facilities shall hereafter be referred to as “Participant.” Jay Bilas, Jay Bilas Skills Camp, Queens University of Charlotte, and their trustees, officers, employees and agents, acting within the course and scope of their duties, shall hereafter be referred to as “the Camp.” The Jay Bilas Skills Camp that the Participant will participate in shall hereafter be referred to as the “Activity.”

Description of Activity: Jay Bilas Basketball Skills Camp at Queens Camp of Charlotte

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK

AND INDEMNITY AGREEMENT

I, (or on behalf of my minor child), hereby acknowledge that Participant has voluntarily elected to enroll in Jay Bilas Skills Camp, to be held in and around Queens University of Charlotte. **In consideration for being permitted by the (“Queens University of Charlotte”) to participate in the Program, I hereby acknowledge and agree to the following:**

Release, Waiver of Liability, and Assumption of Risk: In consideration of the opportunity afforded Participant to participate in the Activity at the Camp, Participant hereby releases and forever discharges the Camp from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or in connection with the Activity. Participant understands that this Release discharges the Camp from any liability or claim that Participant may have against the Camp with respect to any bodily injury, personal injury, illness, death, property loss, or property damage that may result from participation in the Activity. Participant understands and acknowledges that potential risks to health and personal property may be associated with participation in the Activity, and Participant voluntarily assumes those risks.

ELECTIVE PARTICIPATION: I acknowledge that my participation (or my enrollment of my minor child) is elective and voluntary. As a condition of my participation, I hereby grant Queens University of Charlotte the right to use, for promotional purposes only, any photographs of me taken by Queens University of Charlotte, its employees or agents, during my participation in the Program. I further understand and agree that Queens University of Charlotte may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand and agree that I/my minor child will engage in activities which may pose a risk of harm. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, or traveling to and from Program events. I further understand and agree that the risks involved in this Program may include, but are not limited to: travel to and from the Program site, including via private vehicle, common carrier, and/or Queens University of Charlotte owned vehicle, injury resulting from game-like activities during the Program as a result of the activity area’s conditions, the acts of third parties or other unknown safety hazards, injuries due to conditions of equipment, unpredictability of weather and conditions, wildlife, first aid operations or procedures of Releasees and/or others, and that there may be other

risks not known to me or not reasonably foreseeable at this time. By participating, I/my minor child could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Queens University of Charlotte's actions or inactions, but also the actions, inactions, negligence or fault of others, the conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I/my minor child may sustain by any means is my sole responsibility except for those occurrences due to Queens University of Charlotte's gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Queens University of Charlotte, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I/my minor child sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my/my minor child's participation in the Program because the Program includes activities, some of which may be dangerous and which may expose me/my minor child to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Program site, including via private vehicle, common carrier, and/or Queens University of Charlotte owned vehicle, injury resulting from game-like activities during the Program as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards, injuries due to conditions of equipment, unpredictability of weather and conditions, wildlife, first aid operations or procedures of Releasees and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my/my minor child's participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or

unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE. I agree to purchase and maintain during the term of the Program personal medical insurance for myself/my minor child. I further acknowledge that I am responsible for the cost of any and all medical and health services I/my minor child may require as a result of participating in the Program.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I/my minor child am physically and mentally fit to participate in the Program and that I/my minor child do not have any medical record of history that could be aggravated by my/my minor child's participation in the Program.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program or off-site Program event. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Queens University of Charlotte personnel deem necessary for my/my minor child's safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

Medical Treatment and Preexisting Medical Conditions: Participant hereby releases and forever discharges the Camp from any liabilities, claims, costs and damages that arise or may hereafter arise on account of any first aid, medical treatment, or service rendered to Participant in connection with the Activity. Participant will take for herself or himself any appropriate precautions or medications to treat and/or reduce the likelihood of exacerbating any pre-existing health conditions, or insect, food or medication allergies.

NCAA COMPLIANCE: By signing below, Participant acknowledges that they have not knowingly participated in or become aware of any violation(s) of NCAA rules involving the Camp or individuals affiliated with or acting on behalf of the Camp. Participant's signature below also indicates Participant's agreement to immediately disclose to the Camp any NCAA rules violation(s) of which Participant becomes aware.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of North Carolina.

OTHER: I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

I grant to the camp, its representatives, partners, and employees the right to take still or video images of me and my property in connection with the above-identified activity. I authorize the camp, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the camp may use such photographs of me with or without my name

and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, social media, and Web content.

This Release shall be binding and legally enforceable against Participant and Participant's heirs, executors, administrators, and legal representatives. This Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE CAREFULLY READ THIS RELEASE.