

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

*****READ CAREFULLY BEFORE SIGNING*****

The individual named below (referred to as "I" or "me") desires for my child to enter the premises of the Basketball Stars of America Inc. Program (collectively, the "BSA Program") located at gyms, parking lots, spectator stands, concession areas, and other areas used by the BSA Program (collectively, the "Premises") to engage in youth basketball (collectively, the "Activity"). As lawful consideration for being permitted by the BSA Program to be on the Premises and to engage in the Activity, I agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk agreement (this "Agreement").

1. I am aware of the highly contagious nature of bacterial and viral diseases, including, without limitation, the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease"), and I am aware of the risk that my child may be exposed to or contract the Disease by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including those associated with the BSA Program. I understand that the BSA Program cannot guarantee that my child will not become infected with the Disease while on the Premises or participating in the Activity and that being on the Premises or participating in the Activity may increase my child's risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY PERMITTING AND CONSENTING TO MY CHILD ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF MY CHILD SUSTAINING PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY CHILD BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE BSA PROGRAM OR OTHERWISE.

2. I hereby expressly and unconditionally waive and release for my child and me on my child's behalf any and all claims, actions, lawsuits, demands, and causes of action, now known or hereafter known or discovered, against the BSA Program and its officers, directors, employees, agents, affiliates, associates, coaches, volunteers, contractors, host gymnasiums and their heirs and successors and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my child being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the Releasees or otherwise. I covenant for my child and me on my child's behalf not to make or bring any such claim, action, lawsuit, demand, or cause of action against the Releasees, and forever release and discharge the Releasees from any and all liability under such claims, actions, lawsuits, demands, and causes of action.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease. I will instruct my child to comply with all such orders, directives, and guidelines while on the Premises or engaging in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. My child will also follow all instructions of the BSA Program while on the Premises or engaging in the Activity. I agree not to allow my child to enter the Premises if my child is experiencing symptoms of the Disease (such as cough, shortness of breath,

chills, and/or fever), has a confirmed or suspected case of the Disease within the last fourteen (14) days, or has come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having the Disease.

4. I shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by and/or awarded against the Releasees, arising out of or resulting from any claim of a third party related to the Disease due to my child engaging in the Activity or being on the Premises.

5. This Agreement constitutes the sole and entire agreement of the BSA Program and me with respect to the Disease and my child, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Disease and my child. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the BSA Program, Releasees, and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS OF MY CHILD AND ME ON MY CHILD'S BEHALF, INCLUDING THE RIGHT TO SUE THE BSA PROGRAM AND RELEASEES. I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Child's Printed Name: _____

Signed: _____

Printed Name of Parent or Guardian: _____

Date: _____