

# **Waiver, General Release of Claims, Media Release, and Covenant Not To Sue**

## **(Minor Participant – Under 18 Years of Age)**

### **for Miami HEAT's Jr. HEAT 2021 Summer Basketball Camp**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned warrants that he/she is the natural guardian (which means the minor child's parent, adoptive parent, or other guardian by court order) of the minor child named below participating in the Miami HEAT's Jr. HEAT Summer 2021 Basketball Camp at the FTX Arena located at 601 Biscayne Boulevard, Miami, FL 33132 (the "Activity"). I understand that my minor child's participation in the Activity involves a risk of personal injury to others and my minor child. I am voluntarily allowing my child to participate in the Activity with knowledge of the possible danger involved and hereby voluntarily assume and accept, on behalf of myself and my minor child, any and all inherent risks of injury or death (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness) to my minor child or to any other person which may result from my child's participation in the Activity, regardless of how such injury, illness or death may arise and regardless of who is at fault.

Due to the uncertainty related to COVID-19, I acknowledge and agree that my minor child's participation in the Activity is subject to all safety and health requirements and policies put in place by Miami Heat Limited Partnership ("MHLP") and Basketball Properties, Ltd. ("BPL"), including requirements relating to face masks and wellness and temperature screenings. Such policies and requirements as they may be updated from time to time (in the sole determination of MHLP and BPL) and as they may be communicated to me and my minor child prior to or during the Activity (whether orally or in writing) by, for example, instruction provided by on-site personnel or signage in or around the Activity area, are collectively referred to below as the "Safety Requirements." I further acknowledge and agree to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Activity), and attendance at the Activity is conditioned on such compliance.

I understand and agree that the Activity has inherent risks and dangers that no amount of care, caution, or expertise can eliminate, including, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. I further understand and agree that an inherent risk of exposure to COVID-19 exists in any place where people gather and that no precautions (including the Safety Requirements described above) can eliminate the risk of exposure to COVID -19. COVID -19 is an extremely contagious disease that can lead to severe illness and death. While people of all ages and health conditions have been adversely affected by COVID -19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions. I, on behalf of myself and my minor child, voluntarily assume all risk and danger of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Activity, whether occurring prior to, during, or after the Activity, however caused and whether by negligence or otherwise. These inherent risks and dangers may result not only from my minor child's actions,

inactions, or negligence, but also by the actions, inactions, or negligence of others, including other participants, the condition of the premises, or the condition of any equipment used. I understand and acknowledge that there may be other inherent risks not reasonably known at this time.

I further understand and agree that, by signing this Waiver, General Release of Claims, Media Release, and Covenant Not to Sue (this "Release"), I, on behalf of myself and my minor child, am releasing, discharging, and holding harmless Miami Heat Limited Partnership ("MHLP"), Basketball Properties, Ltd. ("BPL"), West Realm Shires Services Inc., the National Basketball Association and each of its member teams, NBA Properties, Inc. ("NBAP"), NBA Media Ventures, LLC ("NBAMV"), the City of Miami, Miami-Dade County, and each of their respective direct and indirect owners, officers, agents, directors, employees, partners, representatives and attorneys, and any and all of their respective subsidiaries or affiliates (collectively the "Releasees"), from any and all claims, demands, liabilities, losses, damages, expenses, or causes of action which hereinafter may accrue against them and which in any way arise as a result of my minor child's participation in the Activity or that relate in any way to exposure to COVID-19. I acknowledge and agree that the Releasees will not be liable for injury, illness, or death of any person, including my minor child, while engaging in the Activity and further that the Releasees are not responsible for damage, destruction, or loss of property from any cause.

I, on behalf of myself and my minor child, do hereby acknowledge that my child may be photographed, videotaped, and/or interviewed. I grant full permission to MHLP, BPL, the National Basketball Association and each of its member teams, NBAMV, and/or NBAP by any means, whether now known or hereinafter developed to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization, or compensation to me, my child, or anyone on either of our behalves, my child's name and likeness, and any photographs, videotapes, motion pictures, recordings or other record (individually or collectively "Recordings") of the Activity (or any part or parts of my child's participation) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the Releasees to use the Recordings as provided herein. I further represent and warrant that: (i) my child has the right and permission to participate, and (ii) I have full authority to execute this Release and do so with full knowledge and understanding of the contents hereof.

I further agree that in the event of a dispute between me and any of the Releasees arising out of or relating to the Activity or this Release, I agree that such dispute will 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 will take place in Miami, Florida, unless both parties consent to a different location, before a panel of three (3) arbitrators. One (1) arbitrator will be selected by me, one (1) arbitrator will be selected by the Releasees, and the third arbitrator will be selected by the other two (2). The decision or award of the arbitrators will be final and binding upon all parties and may be entered in any court of competent jurisdiction.

This Release is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. If any portion of this Release is held invalid, any portion not being held invalid will remain in full force and effect.

I have read this Release carefully and fully understand its contents. I am aware that this is an agreement not to sue the Releasees and constitutes a complete release of liability by me and my minor child in favor of the Releasees. I acknowledge that I am signing this Release of my own free will. By signing, I warrant that I am over eighteen (18) years of age, not under any legal disability, and the natural guardian of the child named below, which means I am the minor child's parent, adoptive parent, or other guardian by court order. If I am not any of those persons, I will not sign this form and will immediately notify the Releasees that I am not the natural guardian of the minor child named below.

Section 744.301 of the Florida Statutes requires that we give you this notice in the exact form below.

**NOTICE TO THE MINOR CHILD'S NATURAL 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 RELEASEES (AS DEFINED ABOVE) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**AGREED TO AND ACCEPTED:**

_____ Minor Name	_____ Minor Cell Phone Number
_____ Parent/Guardian Name	_____ Parent/Guardian Cell Phone Number
_____ Parent/Guardian Signature Number	_____ Parent/Guardian Alternate Phone
_____ Today's Date	_____ Parent/Guardian Email Address

## Medical Form

Please fill out completely and sign below:

**Minor Child's Name:**

**Name of Family Physician:**

**Physician's Office Phone Number:**

**Minor Child's Allergies:**

**Date of Minor Child's Last Tetanus Shot:**

**Minor Child's Medications:**

**Contact Name, in case of emergency:**

**Phone Number, in case of  
emergency:**

**Parent/Guardian E-mail Address:**

**I certify that my child is in good health and can participate in the Activity. In case of emergency, I grant permission for my child to be given treatment at a local hospital.**

**Parent/Guardian's Signature:**