

2021 MAVS ACADEMY CAMP

WAIVER AND RELEASE, AUTHORIZATION, AND ACKNOWLEDGEMENT

I, the undersigned parent and/or guardian with legal responsibility for the Participant (as defined below) does hereby allow Participant to voluntarily participate in the 2021 Mavs Academy Summer Camps: (a) Hoop Camp, (b) Developmental Camp, (c) Dance Camp, and/or (d) Gaming Camp (collectively "Camp") and all related activities (collectively the "Activities"), realizing that injuries and accidents sometimes result. I, on behalf of myself and the Participant, the Participant's parents and family, and its or their agents, personal representatives, next of kin, heirs and assigns (collectively the "Waiving Parties") **HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS OF WHATEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR IN TORT, AND INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR GROSS NEGLIGENCE, THAT WAIVING PARTIES MAY HAVE AGAINST THE RELEASED PARTIES FOR PERSONAL INJURY, ACCIDENT, DISFIGUREMENT, MEDICAL EXPENSES, LOST WAGES, LOSS OF EARNING CAPACITY, ATTORNEYS' FEES, COURT COSTS OR PROPERTY DAMAGE RESULTING IN WHOLE OR PART FROM ANY PARTICIPATION IN THE ACTIVITIES.** The "Released Parties" are (i) Dallas Basketball Limited d/b/a Dallas Mavericks; (ii) the National Basketball Association; (iii) owners and lessors of any premises used to conduct the Activities; (iv) sponsors; (v) any parent, subsidiary, affiliate, predecessor, successor, or assign of the entities named or described in (i)-(iv); (vi) any current, former, or future officer, director, partner, owner, member, manager, agent, employee, representative of the entities named or described in (i)- (iv); (vii) any instructor or coach; and (viii) any other participant.

I authorize the Released Parties, to obtain emergency medical treatment for Participant, including, if necessary, surgical procedures, if Participant is injured or becomes ill during the Activities, even if the Released Parties are unable to contact me. I further agree that any expenses for medical treatment received by Participant as a result of any injury or illness during the Activities is my sole responsibility.

I acknowledge that (i) the Camp involves fast-paced, physical activities and (ii) given the nature of the Camp and the number and age of the participants and the number of Camp staff, it is important that participants be able to take direction and instruction from staff and interact appropriately with others. I agree to discuss with the Camp staff in advance of the camp any physical or mental condition or other special needs that may limit or prevent the Participant from meaningfully and safely participating in the Activities or otherwise may require a reasonable accommodation or modification. Camp staff may attempt to accommodate Participants with such conditions or special needs where practicable on a case-by-case basis. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand that in-person activity during the COVID-19 pandemic carries enhanced risks that cannot be eliminated regardless of the care taken to avoid illness or injuries. The Released Parties cannot guarantee safety or immunity from the coronavirus. Given the extraordinary coronavirus pandemic, in addition to other inherent risk, there are risks of: contracting, exposure to, and infection resulting from the coronavirus, other viruses or bacteria; quarantine or other inability to travel. I acknowledge, understand, and I have considered and evaluated the nature, scope, and extent of the risks involved in the Participant participating in any Camp (including, but not limited to, those related to severe bodily injury and/or death and damage to property), and I on behalf of myself and the Participant voluntarily and freely assume all of the risks associated with the Camp.

I hereby authorize and grant to the Dallas Mavericks the right to: (i) record the Participant (including, without limitation, my appearance, image and voice) by still photography and videotape photography, audio tape and all other means of recording technology (the results of which shall be deemed the "Recordings"); (ii) edit the Recordings (in the Dallas Mavericks' sole discretion); (iii) use the Recordings along with the Participant's name, photographs, likenesses and voice; in and in connection with the Camp, the Activities, and all ancillary and subsidiary uses thereof and all advertising and publicity in connection with the Camp and the Activities and to exploit the Recordings for the benefit of the Dallas Mavericks in any and all manner and media now known or hereafter devised, throughout the world, in perpetuity. I hereby represent and warrant that I have the right to grant the rights granted hereunder. I expressly release the Released Parties from and against any and all claims which I or the Participant have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exploitation of the Recordings. I acknowledge and agree that in no event shall I seek or be entitled to obtain injunctive or other equitable relief against the Released Parties or the Recordings.

By my signature below, I acknowledge and represent that I have carefully read this Waiver and Release, Authorization, and Acknowledgement and fully understand and agree to its contents and meaning.

Parent/Guardian Signature: _____

Printed Name: _____

Participant Name: _____

Date: _____

Emergency Contact #: _____

Location/Address: _____

Date: _____