

Waiver/Release and Confidentiality Agreement

I, the undersigned person (hereinafter, "Participant"), acknowledge and agree that the following shall constitute a binding agreement ("Agreement") between Participant, on the one hand, and Ann Arbor School District, on the other hand ("Organizer"), relating to the Participant's involvement in the "Caris LeVert Basketball Academy" (the "Event"), taking place on September 17, 2017 at Huron High School, 2727 Fuller Rd, Ann Arbor, MI 48105. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Participant hereby agrees to be bound by the following:

Participant certifies that she/he is physically fit and physically able to participate in the Event, and has not been advised otherwise by a qualified medical person. Participant fully understands and acknowledges that Participant's participation in the Event, in whatever capacity Participant is involved, including as a volunteer assisting in the set-up, execution and breakdown of the Event, may be dangerous and involve certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from activity to activity, but the risks range from 1) property damage or minor injuries such as scratches, bruises and sprains, to 2) major injuries such as eye injuries or loss of sight, joint and back injuries, broken bones, heart attacks and concussions, to 3) catastrophic injuries including paralysis and death. **Participant has read the foregoing and hereby acknowledges, understands and appreciates these and other risks that are inherent in participation in the Event. Participant hereby asserts that her/his participation in the Event is completely voluntary and with full knowledge of all such risks and shall not assert any claim against the Organizer to the contrary.**

Participant hereby waives, releases and discharges Caris LeVert, Organizer, its owners, officers, directors, managers, agents, attorneys, employees, contractors, representatives, successors, assigns, and all entities associated or affiliated with the Organizer (each a "Released Party") from any and all claims for damages, including but not limited to death, personal injury, or property damage which Participant may have, or which may hereafter accrue to Participant, as a result of Participant's participation in the Event. This release is without reservation or qualification and shall be deemed to discharge in advance each Released Party from and against all liability in any way connected with Participant's involvement in the Event. Participant realizes that liability may arise from sources that include, but are not limited to, negligence or carelessness on the part of a Released Party, weather conditions, dangerous activities, and/or dangerous or defective equipment or property owned, maintained, controlled and/or any natural or artificial conditions that may or may not be a part of the venue or because of their possible liability without fault.

Participant acknowledges that he/she is solely responsible for her/his actions and how s/he chooses to spend his time while in town for the Event. Participant hereby waives, releases and discharges each Released Party from any and all claims for damages, including but not limited to death, personal injury, or property damage which results directly or indirectly from Participant's actions. Participant understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state in which the Event is being held and agrees that if any portion is held invalid, the remainder will continue in full legal force and effect.

Participant hereby consents to the photographing, videotaping, filming or capture of her/his image by any means during her/his participation in the Event or in association therewith (the "Photos") and the use of such Photos singularly or in conjunction with other photographs for advertising, publicity, commercial or other business purposes by the Organizer concerning the Event and otherwise in connection with the Organizer's businesses. Participant further consents to the reproduction and/or authorization by the Organizer or their assignees, or others, to reproduce and use such Photos along with Participant's name, image and/or likeness for use throughout the world in perpetuity. Nothing herein shall require the Organizer or their affiliated companies to use such Photos at all. Participant hereby releases the Organizer and any of its associated or affiliated entities, their directors, officers, agents employees and customers, and appointed advertising agencies, their directors, officers, agents and employees from all claims of every kind on account of such use(s) of the Photos.

Participant acknowledges and agrees that all efforts are made to maintain confidentiality and privacy with respect to Organizer and participants in the Event, including, without limitation, Caris LeVert, other Participants, hosts and instructors, and all other related entities, clients, performers, artists, employees, vendors, contractors, agents and other representatives of Organizer (all of the foregoing persons and parties, including Organizer, collectively the

“Organizer Parties”). Participant acknowledges and agrees that Participant shall not, at any time, disclose or communicate to any third party any of the following: (a) any information and/or materials concerning the business, professional and/or personal life (including, without limitation, information and/or materials relating to the legal affairs, the financial affairs, the physical health, or the philosophical, spiritual or other views or characteristics) of the Organizer Parties; (b) any non-public correspondence or communications regarding the Organizer Parties; (c) any act or omission by the Organizer Parties; (d) any information contained in or concerning any agreement regarding the Organizer Parties, including this agreement; and (e) any other non-public information and/or materials relating, directly or indirectly, to the Organizer Parties or Participant’s participation in the Event, which (i) is of the type of information ordinarily or customarily treated as confidential, (ii) Participant is advised that such information is confidential, or (iii) a reasonable and prudent person would understand or assume to be confidential and not intended for public knowledge. All of the information, materials, correspondence, communications, acts, omissions and agreements described in this paragraph are herein collectively referred to as “Confidential Information”, and the definition thereof is to be liberally construed in favor of the Organizer Parties. Without limiting the generality of the foregoing, Participant shall not, at any time, do any of the following without express prior consent of the Organizer Parties: (I) participate in any interview regarding the Event or Organizer Parties; (II) capture or disseminate any photographs or other likenesses of the Organizer Parties; (III) capture or disseminate any audio and/or audiovisual recordings of the Organizer Parties; or (IV) copy or disseminate any documents, agreements, correspondence, and/or other materials relating to the business, professional or personal affairs of the Organizer Parties. For the avoidance of doubt, notwithstanding the foregoing, Organizer shall not be precluded from stating or confirming the mere fact that Participant participated in the Event in the capacity as a Participant. Participant further agrees that he/she shall not at any time take any action, or make any written or oral remarks, that may harm or disparage the reputation of the Organizer Parties.

Participant agrees to and shall hold harmless, defend and indemnify each Released Party from any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, and all liabilities, losses, damages and expenses relating thereto, including attorneys fees and costs. This Agreement shall bind Participant, her/his heirs, representatives, successors and assigns.

Participant represents and warrants that s/he is 18 years of age or older and that s/he has been advised to seek the advice of an attorney prior to signing this waiver; if Participant is under 18 years of age, Participant’s Parent or Legal Guardian must sign on her/his behalf in the appropriate section below.

BY SIGNING BELOW, PARTICIPANT AGREES TO ALL TERMS CONTAINED IN THIS FORM

Participant Name (Print)

Participant Signature

Date

if Participant is under 18 years of age, by Participant’s Parent or Legal Guardian

I have read this form and fully understand that by signing this form, I, on behalf of myself and Participant, am giving up legal rights and/or remedies, which may be available to me and Participant against the Released Parties. I further certify that I am the legal guardian and/or parent of the Participant and have authority to sign on behalf of the Participant.

Parent/Legal Guardian Name (Print)

Parent/Legal Guardian Signature

Date

****After this form as been signed, participant must bring it to Huron High School the morning of September 17, 2017****