

THIS AGREEMENT MUST BE SIGNED EACH TIME CUSTOMERS VISIT  
2<sup>nd</sup> Chances Movement

**Release and Hold Harmless Agreement**

I (Print Your Name) \_\_\_\_\_ presently residing at (Street  
Address) \_\_\_\_\_  
(City) \_\_\_\_\_ (Zip Code) \_\_\_\_\_,

Being above the age of 18 years and the legal guardian of \_\_\_\_\_  
(the "Minor"), on behalf of myself and the Minor, in consideration of the rates charged and the right to  
enter and use the facilities and services of 2<sup>nd</sup> Chances Movement (the "Company") do hereby enter in  
this Release and Hold Harmless Agreement (this "Agreement") on this \_\_\_\_\_ day of  
\_\_\_\_\_,  
2019, and consent and agree that:

\_\_\_\_\_ 1. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks  
and dangerous nature which originate from participating and otherwise engaging in strenuous athletic  
activities, including, but not limited to basketball. I hereby assume any and all responsibilities and  
liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification.  
There have not been any express or implied representations to you on behalf of the Company except as  
set forth in this Agreement.

\_\_\_\_\_ 2. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement, I  
am in sufficient physical and mental condition to engage in basketball and other strenuous activities.

\_\_\_\_\_ 3. **Photo and Video Release.** I hereby grant and authorize the Company the right to take, edit,  
alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken of me to be  
used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters,  
brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists,  
websites, social networking sites and other print and digital communications, without payment or any  
other consideration. This authorization extends to all languages, media, formats, and markets now  
known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said  
authorization in writing.

\_\_\_\_\_ 4. **Comprehension Release.** I do hereby, on behalf of myself and my heir's executors,  
administrators, assigns and legal and personal representatives, unconditionally and irrevocably release  
and discharge the Company, the Company's successors, assigns, owners, shareholders, directors, officers,  
employees, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and  
each, every and all persons acting by, through, under, or in concert with any of them (collectively,  
"Released Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators,  
assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable, or  
similar action or to otherwise file a complaint or other action for controversy resolution or otherwise  
seek losses, costs, or expenses of any nature whatsoever, known or unknown, suspected or unsuspected,

fixed or contingent, including without limitation, all personal injuries, known or unknown, and death and/or personal injuries to third parties, injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Company and my activities on or about the Company's premises and/or facilities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically this Release.

**Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understood it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE # \_\_\_\_\_