



General Waiver and Release of Liability

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, including, but not limited to, my voluntary entrance into and remaining in the Frolich Sports Academy at 9650 E 9th St Unit D4, Rancho Cucamonga, CA 91730 on September ____, 2022, in order to, on a limited voluntary basis, tryout for the Ontario Clippers (the "**Purpose**"), I, the undersigned, hereby agree as follows:

1. Assumption of Risk. I acknowledge and agree that my engagement in the Purpose may involve risk of serious injury, physical disability, death, property damage and/or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where my engagement in the Purpose is being conducted, and/or the nature of the Purpose itself. Knowing and understanding the risks involved with my engagement in the Purpose, including, without limitation, slips, trips, falls, contact with others, equipment or product failures, effects of weather, illness, personal injury, death, and emotional distress, I hereby voluntarily and willingly assume full and complete responsibility for any and all risks (including those which are presently unknown to me) of serious injury, exposure to and/or contracting the COVID-19 virus, physical disability, death, damage and/or loss to persons or property of any kind that may arise from or be related to my engagement in the Purpose (collectively, "**Liabilities**"). I certify that I am in good health and have no medical or mental condition preventing my safe engagement in the Purpose. I acknowledge that it is my responsibility to consult with my personal physician regarding any medical or mental reason, impairment, or disability that might prevent or limit my engagement in the Purpose. I expressly assume any and all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of my engagement in the Purpose howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

2. Waiver and Release.

- a. For and in consideration of the LA Clippers allowing me to engage in the Purpose, I hereby fully and forever release, waive, and discharge the LA Clippers, the Ontario Clippers, the National Basketball Association ("**NBA**"), NBA Development League, LLC (d.b.a. NBA G League) ("**NBA G League**"), and their respective member teams, NBA Properties, Inc., and each of their respective sponsors, auxiliary organizations, volunteers, suppliers, affiliates, parents, subsidiaries, related entities, governors, owners, administrators, officers, directors, physicians, trainers, players, employees and agents (collectively, the "**Released Parties**"), from, and covenant not to sue the Released Parties in connection with, the following: (i) any and all claims, demands, actions, or causes of action of any kind, which I may or might have against the Released Parties or any of them, arising from or by reason of any and all Liabilities (including, without limitation, medical expenses and/or attorneys' fees), whether known or unknown, foreseen or unforeseen, and any consequences thereof resulting from my engagement in the Purpose or any breach of this agreement. I shall not bring any claim, demand, legal action or suit against the Released Parties for any economic or non-economic loss due to Liabilities incurred during or in connection with my engagement in the Purpose or because of the operations and conduct of the Released Parties or others, whether negligent or otherwise; and (ii) any and all claims or actions for personal injury, property damage and/or other loss suffered by me in connection with my engagement in the Purpose. I waive and release any and all claims against the Released Parties relating to my engagement in the Purpose.
- b. I intend this agreement to be a full waiver and release of all claims of any nature I had, now have, or may in the future have against the Released Parties in connection with my engagement in the Purpose. I acknowledge that I may have or may in the future have claims against the Released Parties which I presently do not know or suspect to exist in my favor at the time I execute this agreement which if known, might materially affect my execution of this agreement. I expressly waive all rights I may have under Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,



WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

3. Indemnity/Losses and Damages. I hereby agree to indemnify and hold harmless the Released Parties from and against any and all claims, lawsuits, liabilities, loss, damages, demands, actions, causes of action, costs and expenses of any kind (including attorneys’ fees), which may be made against them or incurred by them, or any of them, arising out of my engagement in the Purpose, any breach of my representations and warranties hereunder, and/or resulting from my tortious conduct, or the failure of any rights granted by me to the LA Clippers pursuant to this agreement. I agree that I am financially responsible for any and all losses and damages (whether to myself or others) resulting from my engagement in the Purpose.

4. Emergency Medical Care Authorization. In the event medical attention is needed, I authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense. I further authorize any physician or other health care provider or facility to provide any emergency medical/surgical care. I acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

5. Representations and Warranties. I represent and warrant that my engagement in the Purpose will not place any of the Released Parties in a negative light, whether directly or indirectly, will not interfere with or violate the rights of any third party and that I have full and complete authority to execute this agreement. I acknowledge and agree that I am prohibited from using any intellectual property owned and/or controlled by the Released Parties, including, without limitation, any uniform, without the prior written consent of the applicable party. Further, to the extent applicable, I agree to be bound and governed by the constitution and by-laws, rules, regulations, resolutions and agreements of the NBA and/or NBA G League, as the same may be modified or amended from time to time, and any and all rules regarding my conduct, my engagement in the Purpose, attire, etc. communicated to me by the Released Parties.

6. California Law Applies/Arbitration. This agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this agreement, the parties unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in Los Angeles, California, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and arbitration costs from the other party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by governmental agencies.

7. Severability. The invalidity or unenforceability of any provision or portion of this agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this agreement.

8. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS USED HEREIN AND THEIR LEGAL SIGNIFICANCE. I RECOGNIZE THAT MY SIGNATURE ON THIS AGREEMENT IS A CONDITION OF THE RELEASED PARTIES PERMITTING ME TO ENGAGE IN THE PURPOSE, AND THAT I CANNOT REVOKE THIS RELEASE (IN WHOLE OR IN PART) AFTER I SIGN. I VOLUNTARILY, ON MY OWN FREE WILL, SIGN THIS AGREEMENT AND ITS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER. MY SIGNATURE ON THIS AGREEMENT IS INTENDED TO BE BINDING UPON ME AND MY SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS.

Signature_____

Date_____

Name (Print)_____