

**WAIVER OF LIABILITY, RELEASE,
Assumption of Risk & Indemnity Agreement**

For and in consideration of participant's voluntary participation in individual and/or team basketball and athletic training and/or individual and team basketball or athletic activities with Development Through Athletic (D.T.A.) Performance L.L.C., a/k/a DTA Academy, and Marqus McGlothan (hereafter collectively referred to as DTA) and for participation in DTA events or activities, including without limitation, games, practices, tournaments, training, or any other events or activities provided by or associated with DTA (collectively "DTA Events"), the parent(s) or legal guardian(s) of participants relinquish any and all liability for and cause of action for personal injury, property damage or wrongful death occurring to participant arising out of participation in DTA Events, the sport of basketball, and/or activities incidental thereto, whenever or however they occur and for such period said DTA Events and/or activities may continue, and by this agreement any such claims, rights, and causes of action that participant may have are hereby relinquished and the participant (or parent(s)/guardian(s)) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant and/or participant's parent(s)/guardian(s) acknowledge, understand and assume all risks inherent in basketball and athletic activities and events, including without limitation DTA Events, and understand that said sport, DTA Events, and athletic activities involve risks to participant's person including bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks may be caused by the negligence of the participant or the negligence of others, including the "Releasees" identified below. It is further acknowledged that there may be risks and dangers not known to us or are not reasonably foreseeable at this time.

Participant and/or participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of basketball courts, gyms and/or facilities and related premises where DTA Events may occur (collectively "Facilities"), and acknowledges and understands that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said Facilities, for negligent selection of certain releasees, or negligent supervision or instruction by Releasees.

Participant or participant's parent(s)/guardian(s) agree if any claim for participant's personal injury or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

It is the purpose of this agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of Releasees. "Releasees" including DTA and other DTA participants, coaches, and trainers, and their officers, directors, agents, independent contractors and employees.

Participant and/or participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of basketball, athletic activities and DTA Events and understand these waivers and releases are necessary to allow DTA to provide DTA Events to participants.

_____ Age _____ Date Signed _____
Participant Signature

Participant Name (print)

_____ Date Signed _____
Parent or Guardian Signature
(If participant is 17 years of age or younger)