



GENERAL WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Please read this document carefully. This document alters your legal rights and remedies. It is legally binding, and it must be signed by all adults (persons 18 years and older) and by parents or legal guardians of minors (persons under 18 years) or persons who otherwise lack the mental capacity to contract for themselves, who wish to participate in any program, class, skills set, competition, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind for, associated with, related to, or directed by Achieve Higher Goals Now, LLC and/or Wayne Watts. If Participant is a minor or otherwise lacks the legal capacity to enter a contract, at least one parent or legal guardian must sign this Waiver, Release of Liability, and Indemnity Agreement, as evidence of his/her agreement to these terms and conditions on behalf of himself/herself and, to the maximum extent allowed by law, on behalf any Participant on whose behalf the parent or guardian signs.

PERSONS TO BE BOUND BY THIS DOCUMENT

I understand and acknowledge that this Waiver, Release of Liability, and Indemnity Agreement is effective not only against me, but also, to the full extent allowable by law, against any minor child or ward on whose behalf I sign, as well as my and any such minor or ward's executors, administrators, heirs, next of kin, successors, and assigns.

DEFINITIONS

I agree that the following definitions apply to this document:

"Active Participant" – Any person who is actively engaged in any class, skills set, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind associated with, related to, or directed by Higher Goals.

"Activity" – Any program, class, skills set, competition, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind associated with, related to, or directed by Higher Goals. The term "Activity" includes being present at or in a gym, school, or other facility where basketball takes place; observing any program, class, skills set, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind, as well as moving about inside or outside the perimeter of a gym, school, or facility where basketball takes place.

"Agreement" – This Waiver, Release of Liability, and Indemnity Agreement.

“Higher Goals” – Achieve Higher Goals Now, LLC, Wayne Watts, and any owner, officer, principal, representative, employee, volunteer, or contractor of Achieve Higher Goals Now, LLC., as well as each such entity or person’s successors, assigns, heirs, beneficiaries, next of kin, executors, and administrators.

“Participant” – Any person who is engaged in an Activity.

CERTIFICATIONS BY SIGNOR

I hereby certify that the Active Participant on whose behalf I sign (whether myself or my minor child or legal ward) is physically fit and healthy, and that I have not been advised by a qualified medical professional that Active Participant should not participate in an Activity. I further certify that I am not aware of any health-related reason, condition, or problem that precludes me or any Participant on whose behalf I sign, from participating in an Activity.

I further certify that nobody at Higher Goals has represented, promised or guaranteed that I will not suffer injury, damage, or damages as a result of Activity, nor has anyone at Higher Goals represented, promised, or guaranteed that Higher Goals will pay for any injuries, damage, or damages I may incur or sustain as a result of participating in an Activity. I acknowledge that nobody at Higher Goals has the authority to make such representations, promises or guarantees, even if made after I sign this Agreement.

ASSUMPTION OF RISKS

I HEREBY ASSUME FOR MYSELF, AND FOR ANY PARTICIPANT ON WHOSE BEHALF I SIGN, ALL RISKS ASSOCIATED WITH, RELATED TO, INHERENT IN, AND/OR CREATED BY ANY ACTIVITY, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, SLIP, TRIP AND FALL RISKS; RISKS ASSOCIATED WITH PHYSICAL CONTACT INCLUDING INTENTIONAL PHYSICAL CONTACT) BETWEEN PARTICIPANTS; RISKS ASSOCIATED WITH BEING STRUCK BY A BALL OR OTHER OBJECT AND/OR GETTING A BODY PART STUCK IN OR CUT BY A GOAL, RIM OR OTHER OBJECT. THIS ASSUMPTION OF RISK SPECIFICALLY INCLUDES RISKS THAT MAY ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF HIGHER GOALS; RISKS THAT MAY ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF OTHERS; RISKS ARISING FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED OR CONTROLLED BY HIGHER GOALS; AND OR RISKS ASSOCIATED WITH OR CREATED BY HIGHER GOALS’ COACHING, INSTRUCTION OR DIRECTION.

I acknowledge that the risks listed above, as well as other risks associated with any Activity, can result in physical injury and pecuniary losses to me, and/or any Participant on whose behalf I sign, including, by way of example only, property damage, minor or serious bodily injury, bruises, cuts, scrapes, sprains, strains, pulled muscles and ligaments, exhaustion, over-exertion, heat stroke, fainting, dehydration, emotional trauma, broken bones, concussion, head trauma, the transmission of communicable diseases (including but not limited to the Coronavirus and COVID-19), spine injuries, paralysis, permanent disability, and even death. I further recognize that the risks listed above, as well as other risks associated with the Activity, can cause me to sustain monetary losses, such as medical expenses, lost wages, consequential damages, etc., and I

assume the risk of those losses expenses as another risk of the Activity, both on my own behalf and on behalf of any Participant on whose behalf I sign.

I acknowledge that the types of risks and injuries (including death) associated with any Activity covered by this Waiver are inherent in basketball in general, and in the Activity and the premises where Activity takes place in particular, due to the physical nature of the sport, and I expressly assume all these risks for myself and any Participant on whose behalf I sign.

WAIVER, RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE

ON MY OWN BEHALF AND ON BEHALF OF ANY PARTICIPANT FOR WHOM I SIGN THIS AGREEMENT, I HEREBY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS HIGHER GOALS FROM ANY AND ALL LIABILITY, WHETHER KNOWN OR UNKNOWN, THAT ARISES OR MAY ARISE THROUGH MY PARTICIPATION AND/OR MY CHILD OR WARD'S PARTICIPATION IN AN ACTIVITY. I FURTHER COVENANT NOT TO SUE HIGHER GOALS FOR ANY ILLNESSES, PHYSICAL OR MEDICAL CONDITIONS, INJURIES, DAMAGE, AND DAMAGES THAT ARISE OUT OF OR RELATE TO—OR IS ALLEGED TO ARISE OUT OF OR RELATE TO—MY PARTICIPATION AND/OR MY CHILD OR WARD'S PARTICIPATION IN AN ACTIVITY. THIS RELEASE, WAIVER, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE (COLLECTIVELY "RELEASE") APPLIES TO AND COVERS ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGE, OR DAMAGES ON ACCOUNT OF ANY INJURY, INFECTION, AND/OR CONTRACTION OF ANY COMMUNICABLE DISEASE, INCLUDING BUT NOT LIMITED TO DEATH, THAT ARISES OUT OF OR RELATES TO—OR IS ALLEGED TO ARISE OUT OF OR RELATE TO—ANY ACTIVITY. THIS RELEASE SPECIFICALLY RELEASES HIGHER GOALS FROM LIABILITY FOR ITS OWN NEGLIGENCE, STRICT LIABILITY, AND FOR THE NEGLIGENCE AND STRICT LIABILITY OF ANYONE WITH WHOM HIGHER GOALS CONTRACTS.

This Release is intended to be interpreted as broadly as permitted by law; is intended to cover any claim of any kind, whether arising under a statute or sounding in tort or contract or otherwise; and is intended to cover any and all illnesses, physical or medical conditions, injuries, damage, and damages of any type, including death.

AGREEMENT TO INDEMNIFY

ON MY OWN BEHALF AND ON BEHALF OF ANY PARTICIPANT FOR WHOM I SIGN THIS AGREEMENT, I HEREBY AGREE TO (1) INDEMNIFY, HOLD HARMLESS AND DEFEND HIGHER GOALS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, ACTIONS AND CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS OR ACTIONS FOR CONTRIBUTION, INDEMNITY AND/OR BASED UPON SUBROGATION, WHICH MAY HEREINAFTER BECOME ASSERTED BY ANY PERSON OR ENTITY, FOR ANY ALLEGED DAMAGE, DAMAGES AND/OR LOSSES SUSTAINED AS A RESULT OF PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY; AND (2) TO HOLD HARMLESS AND COMPLETELY INDEMNIFY HIGHER GOALS FROM THE PAYMENT OF SUCH CLAIMS, SUITS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND FROM THE DEFENSE OF SUCH CLAIMS, SUITS, DEMANDS, ACTIONS AND CAUSES OF ACTION, INCLUDING COURT COSTS, EXPENSES, ATTORNEY FEES, AND PAYMENT OF ANY SETTLEMENTS AND JUDGMENTS.

THIS INDEMNITY OBLIGATION IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVEN THAT ALL OR SOME OF THE CLAIMS OR DAMAGES BEING SOUGHT WERE CAUSED IN PART OR SOLELY CAUSED, BY THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF HIGHER GOALS.

GRANT OF PERMISSION TO AUTHORIZE EMERGENT MEDICAL CARE

I hereby grant permission to and authorize Higher Goals to obtain emergency medical care and treatment for me or any Participant on whose behalf I sign, as it deems appropriate based on its sole discretion and judgment. I understand and agree that Higher Goals assumes no responsibility for any injury, damage, or damages that might arise out of or in connection with such authorized emergent medical treatment, including malpractice or consequential losses arising out of, relating to, or resulting from such medical care.

GRANT OF PERMISSION TO TAKE AND USE PHOTOGRAPHS AND VIDEOS

I hereby consent and agree that Higher Goals may take photographs and/or video recordings of me or of any Participant on whose behalf I sign while participating in an Activity or any Higher Goals-related event and may use such photographs and/or video recordings for training or promotional purposes. I further consent that my identity, or the identity of any Participant on whose behalf I sign, may be revealed therein or by name, description, text, or commentary. I hereby disclaim and waive any rights, claims or interest that I might otherwise have in such photographs and/or video recordings, and I acknowledge and agree that there will be no financial or other remuneration. I further agree that I will make no claim for financial or other remuneration against Higher Goals.

This is to certify that I, individually and as parent/guardian of any Participant on whose behalf I sign, with legal responsibility for Participant, have read and understand the provision of this Agreement and have explained the provisions in this Agreement to any Participant on whose behalf I sign.

Furthermore, both I and any Participant on whose behalf I sign understands, assumes, and accepts the risks and responsibilities outlined in this Agreement and do consent and agree to release and hold harmless Higher Goals for any and all liabilities incident to my presence or participation in any Activity and/or the presence or participation in any Activity of any Participant on whose behalf I sign, to the fullest extent provided by law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING LEGAL CONTRACT, AND I SIGN IT VOLUNTARILY ON MY OWN FREE WILL.