

2014 SAN JOSE NINJA TOURNAMENT Waiver / Release Form

We, the undersigned, release the School Districts from the San Jose Unified, the Santa Clara Unified, the East Side Union, the Campbell Union, the Campbell Union High, the Evergreen School District, the Los Gatos-Saratoga Union, the Mountain View-Los Altos Unified, and the Fremont Union High, along with Presentation High School, The King's Academy and the Ninja Youth Foundation, its Tournament Committee, team coaches and officials (collectively "Tournament Parties") from all claims, causes of action, injuries, damage, expenses, and liability for any injury or loss sustained by the player while playing, practicing, traveling and any activity arising out of or connected with participation in the Ninja Youth Foundation Basketball Tournament ("Ninja Tournament"). Furthermore, we agree not to sue any of the Tournament Parties on account of or in conjunction with any claims, causes of action, injuries, damage, or expenses arising out of or connected with participation in the Ninja Tournament, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released. We understand and acknowledge that participation in the Ninja Tournament involves risks such as, but not limited to, property damage, bodily injury or death. Nevertheless, the undersigned knowingly and voluntarily assumes all such risks.

We agree to defend, indemnify and hold the Tournament Parties harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from or are connected with the Ninja Tournament, excluding only the sole negligence or willful misconduct of the Tournament Parties.

We understand that while the Ninja Youth Foundation has arranged for hotel accommodations, we are responsible for the well being of our players and ourselves. We understand that medical insurance is our own responsibility.

The signing of this waiver/release form shall be considered a knowing and voluntary waiver of any claim for any such injury or loss. By signing this agreement, I represent and warrant that I am the parent and/or legal guardian of the minor. I further represent and warrant that I have read and understand that the agreement involves surrendering valuable legal rights of the minor and me. I agree, on behalf of the minor and me, to be bound by all terms of this agreement. I also give my consent to the participation in the Ninja Tournament of the minor.

| Print Name of Player | Signature of Player | Signature of Parent/Guardian | Date |
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