

MIT DAPER Waiver Form

MIT Department of Athletics, Physical Education & Recreation Liability Release,
Waiver, Discharge and Covenant Not to Sue

This is a legally binding Liability Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology ("MIT") and Health Fitness Corporation (HFC).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed as a result of participation in activities as a member of the MIT Fitness Facilities ("Membership"). As the undersigned Releasor, I understand that MIT does not require me to participate in this Membership, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT and HFC, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from, or associated with, this Membership, and I release MIT and all of their respective affiliates, departments, employees, agents, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the activities from this Membership, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Releasor's Signature

Parent/Guardian's Signature, if Signatory is under 18 years of age

Print Name

Date

SkyyPaul LLC Waiver Form

SkyyPaul LLC Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Liability Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to SkyyPaul LLC.

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed as a result of participation in activities of the Basketball Academy ("Academy"). As the undersigned Releasor, I understand that SkyyPaul LLC does not require me to participate in this Academy, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by SkyyPaul LLC, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from, or associated with, this Academy, and I release SkyyPaul LLC and all of their respective affiliates, departments, employees, agents, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the activities from this Academy, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Releasor's Signature

Parent/Guardian's Signature, if Signatory is under 18 years of age

Print Name

Date

Medical Treatment Consent

In case of emergency, if parent or guardian cannot be reached, I hereby grant permission to MIT Medical Department or the local Emergency Department to provide urgent medical treatment for my child, including sutures and X-rays, if necessary.

Releasor's Signature

Parent/Guardian's Signature, if Signatory is under 18 years of age

Print Name

Date

Participant Conduct Agreement:

Our goal at the Basketball Academy is to provide all players with a developmental, educational, and enjoyable experience. In an effort to attain this goal, an environment of safety and comfort needs to exist. We want the player to read the following with his parent(s)/guardian(s) and for the parent(s)/guardian(s) to make sure that the player understands what is expected of him while he is at the Academy. It is mandatory that both the player and his parent/guardian sign the Conduct Agreement with the intention of following it.

1. All players need to respect other players, staff, and themselves.
2. All players need to respect MIT and Academy property and the property of other players.
3. All players need to follow the safety rules of the Academy and MIT.
4. Profanity, fighting, hitting, threatening, or disruptive behavior of any kind will not be tolerated.
5. Smoking and/or the use of possession of drugs or alcohol are not permitted.
6. Players will observe all rules and policies of the host institution (Massachusetts Institute of Technology, MIT).

If a player violates any of these rules, the following steps may be taken:

1. Player will be warned by the Academy director and the parent/guardian will be notified.
2. Player will be suspended from participating in activities.
3. The parent/guardian will be notified and will be required to pick the player up from the Academy.

We have both read the Participant Conduct Agreement and understand it.

Player Signature

Date

Parent/Guardian Signature

Date