

# Waiver of Liability, Assumption of Risk, and Indemnity Agreement

## 3-on-3 Basketball Tournament – First Baptist Church of Milford, OH

**Waiver:** In consideration of being permitted to participate in the 3-on-3 Basketball Tournament (the "Tournament") held by First Baptist Church of Milford ("FBCM"); I, for myself, my heirs, personal representatives, or assigns; do hereby release, waive, discharge, and covenant not to sue FBCM, its officers, employees, and agents from liability from all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, my participation in the Tournament, except as caused by their intentional, willful, or wanton conduct.

**Assumption of Risk:** I acknowledge that my participation in the Tournament is voluntary and carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. The specific risks vary from one activity to another. Risks range from: 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks, and concussions, to 3) catastrophic injuries including paralysis and death.

*I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Tournament. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.*

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD FBCM HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the Tournament and to reimburse FBCM for any such expenses incurred.

**Severability:** I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Ohio; and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**NCAA Scholarship:** I realize that my participation in the Tournament could affect my standing with the National Collegiate Athletic Association. Current NCAA legislation (12.5.2.3.3 Promotional Contests) prohibits a prospective or enrolled student-athlete from accepting prize money from this non-institutional tournament. I understand that if I win this tournament and accept the prize money, I will be ineligible to receive an NCAA Division I Scholarship.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement; fully understand its terms; have been given an opportunity to consult with counsel; and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a release of liability to the greatest extent permitted by law.

---

Signature of Participant, or Parent/Guardian if  
Participant is under age 18

---

Date

---

Printed Name of Participant, or Parent/Guardian if  
Participant is under age 18

---

Printed Name of Participant (if under age 18)