



WAIVER AND RELEASE FORM

First Name: _____

Last Name: _____

Birthdate (dd/mm/yy): _____ Age: _____

Mailing Address: _____

City: _____ State _____

Zip Code: _____ Mobile Telephone: _____

E-mail Address: _____

In consideration of the individual whose name is set forth above (the "Player") being permitted by Wilmington Sports Associates, LLC, ("WSA") to participate in the Wilmington Seadawgs Basketball practices and the games, events and activities related thereto (collectively, the "Program") Player hereby:

1. (a) acknowledges that Player's participation in the Program involves serious bodily injury, death, property damage and/or other harm which might result not only from the Player's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, the conditions of the premises or of any equipment used, and that there may be other risks not known or reasonably foreseeable at this time; and (b) accepts sole responsibility for all of the hazards and risks to Player and Player's property associated with or related to Player's participation in the Program and for any damage or injury that Player may cause to others;
2. releases, waives and forever discharges any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which Player or any of Player's representatives, heirs, next of kin or assignees ("Player's Representatives") may have or which may hereinafter accrue to Player or Player's Representatives as a result of Player's participation in the Program or otherwise and which may be asserted by Player, or Player's Representatives against Wilmington Sports Associates, LLC, the Wilmington Seadawgs, Seagate Management Company, Inc., the Continental Basketball League, Wilmington Family YMCA, New Hanover County Government and each their respective officers, directors, governors, owners, affiliates, officials, employees, agents representatives, successors and assigns (collectively, the "Released Entities"), whether caused by the acts, omissions or negligence of the Released Entities or by any other person or entity, including, but not limited to, any loss of collegiate or high school eligibility as a result of Players participation in Program (it is recommended that, before registering for the Program, each would-be Player contact his/her coach, athletic director and/or amateur athletic governing body to ensure that such eligibility would not be affected by participating in the Program);



3. agrees to indemnify and save and hold harmless the Released Entities and each of them from loss, liability, damage or cost they may incur due the undersigned's participation in the Program, whether caused by the negligence of the Released Entities or otherwise.
4. grants permission to the Released Entities to collect and utilize the personal information of the Player provided above to administer and conduct the Program and to collect and use Player's name, voice, statements, photograph, image, likeness, actions at the Program and/or Player's biographical data in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, for promotional, commercial or any other purpose, in perpetuity worldwide on standard and non-standard television, home video, print, electronic and on-line media (including, without limitation, the internet), and in other means of distribution, publication or exhibition, whether now known or hereinafter created without any additional consideration in connection with the Program, future programs, and the marketing, advertising and promotion thereof. Without limiting the generality of the foregoing, I hereby give permission to the Wilmington Sports Associates, LLC, the Wilmington Seadawgs, Seagate Management Company, Inc., the Continental Basketball League and each of their respective officers, directors, governors, owners and affiliates to collect and use Player's contact information (being my name, address, telephone number and e-mail address) to communicate with Player about upcoming Seadawg and Continental Basketball League events, ticket and merchandise offers and special opportunities from such partners/suppliers/advertisers.
5. represents that Player is 18 years of age or older.
6. acknowledges that the Released Entities are relying on the grant of rights contained herein.

Player's
Signature: _____

Print name of
Player: _____