



# **American Basketball Enterprises LLC.**

## **Official Team Participation Agreement**

**Event: ABE International Basketball Combine**

**Date: July 29 – August 18, 2018**

**Rules and requirements of participation, waiver, indemnification, release of liability agreement, consent of medical treatment and permission of use of name and likeness for publicity and display of images on the American Basketball Enterprises Official Website and other media.**

***This Waiver, Indemnification, Release of Liability Agreement Authorization, Consent for Medical Treatment, and Permission to Use Name and Likeness for Publicity will be effective until August 22, 2018.***

In consideration of participation in any way, including travel to and from related events and activities of the American Basketball Enterprises International Basketball Combine (hereinafter "ABEIBC") the undersigned acknowledges on behalf of \_\_\_\_\_ (hereinafter "Organization") as a participating Organization inclusive of me, personal representatives, and assigns of the Organization, do hereby:

- 1) Acknowledge that the Organization is familiar with the sport of Basketball and understand the rules governing the sport of Basketball and the importance of following these rules.
- 2) Acknowledge and fully understand that members of our designated party involved will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only ones own actions, inaction or negligence, but also to the action, inaction or negligence of others; the rules of the sport of Basketball; or conditions of the premises or any equipment used. Further, is it acknowledged that there may be other risks not known or not reasonably foreseeable at this time.
- 3) Release, waive and discharge and covenant not to sue American Basketball Enterprises LLC. (hereinafter "ABE") together with their respective administrators, directors, agents, coaches, and other employees or volunteers, event officials; medical personnel, supervisors and coaches; sponsoring agencies; sponsors; advertisers; and, if applicable, owners, lessors, and lessees of premises used to conduct the event, all of whom are hereinafter referred to as "releases", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise to the fullest extent permitted by Florida law.

- 4) Acknowledge that this waiver, indemnification and release of liability agreement (“Agreement”) expressly include transportation to and from, or in connection with any activity or event of the “ABEIBC” in any vehicle, including transportation to and from medical treatment.
- 5) Understand and agree that by signing this waiver, indemnification and release of liability, the Organization agrees to release, indemnify the "releases", described in paragraph 3 above, and hold them harmless from any and all liability, or costs, including but not limited to attorney fees, associated with or arising from Organizations participation.
- 6) Organization understands and agrees that this agreement shall be governed by and construed in accordance with the Laws of the State of Florida, USA. All disputes and matters whatsoever arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court located in the State of Florida, U.S.A. Hillsborough County to the exclusion of any other State or Country.
- 7) Organization has read the above waiver, indemnification, and release of liability agreement, and signs voluntarily. Organization further agrees that no oral representations, statements, or inducements, apart from the above agreement have been made. Organization understands that this agreement is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, it is agreed that the balance shall notwithstanding, continue to have full force and effect. Organization therefore agrees to participate knowing the risks and conditions involved and do so entirely upon Organizations own free will. Organization also acknowledges that if English is not its first language, that it has sought out the assistance of a competent individual to translate. Organizational signee below shall be a declaration that Organization has so read and understand this Waiver, Indemnification, and Release of Liability Agreement.

#### **PERMISSION – USE OF NAME AND LIKENESS FOR PUBLICITY AND DISPLAY OF IMAGES ON THE AMERICAN BASKETBALL ENTERPRISES, LLC WEBSITE AND OTHER MEDIA**

Organization by participating voluntarily, in the “ABEIBC” hereby grant American Basketball Enterprises, LLC, its agents and licensees, and other authorized media including television, radio, and newspapers, unrestricted permission to:

1. Use and re-use photograph, voice, likeness, and biographical information including the use of such information or likeness on television and in any other media for any purpose and for use in publicity and advertising in all media.
2. Use, encode, digitize, copy, edit, excerpt, transmit and display on videotape, digital video stream, or any other media form, Organizations participation;
3. Use and re-use voice, photograph, likeness, biographic information, in connection with the American Basketball Enterprises Official Website(s); this permission shall apply to all activities in which Organization participates as part of “ABEIBC” including its extended or subsequent related activities.
4. Organization understands that the above information will be distributed to members of the public and media to: publicize the activities of “ABEIBC” as well as the performance of individual participants;

promoting the "ABEIBC" as an organization in the sports community; and communicate information to participants and their families the success of the "ABEIBC".

5. Organization understands that participants names and likeness may be included on the ABE website(s) and that performances may be webcast over the Internet to interested persons of the "ABEIBC" and members of the public at large, and may be videotaped and/or digitally captured for later webcast, broadcast and/or transmission.

6. This grant includes without limitation perpetual rights for both internal use and for licensing, sale, or other transfer of the videotapes or digital files to third parties, and includes transmission and display over the Internet. This permission is irrevocable and royalty free and Organization understands that ABE will act in reliance on this permission

### **Authorization and Consent for Medical Treatment**

1. Organization does hereby authorize in the event of an injury, accident, or illness, ABE, its coaches, team representatives, directors, officers, agents, and assignees to seek and obtain care and medical treatment as shall be necessary under the circumstances.
2. Organization hereby authorize and direct the above named to consent to any x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any licensed member of the medical staff and emergency room staff of any general hospital holding a current license to operate a hospital from the State Department of Public Health or its equivalent or of a dentist licensed under the provisions of the Dental Practice Act.
3. This authorization is effective whether such diagnosis or treatment is rendered at the office of said physician or dentist, at a hospital, or elsewhere. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of ABE to give specific consent to any and all such diagnosis which in the exercise of best judgment may deem advisable
4. Organization agrees that if English is not its first language that Organization has sought out someone to translate this form and agrees that by signature it has read and understood the document.

A photocopy of this Authorization document will have the effect as the original.

## Team Profile

Please list names of your Organizations anticipated travel party (maximum 16 individual) and their respective title (example; Player, Head Coach, Team GM, Assistant Coach, etc.). *Final Roster is to be submitted no later than 14 days prior to Organization arrival.*

NAME	TITLE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
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14. _____	_____
15. _____	_____
16. _____	_____

**ABEIBC Organizational Signature Page**

Name of Organization - \_\_\_\_\_

Address - \_\_\_\_\_

\_\_\_\_\_

Main Contact - \_\_\_\_\_

Email - \_\_\_\_\_

Phone - \_\_\_\_\_

**Organization Signee Name & Title (Please Print or Type)**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Signee Endorsement/Date;**

1. \_\_\_\_\_ / \_\_\_\_\_

2. \_\_\_\_\_ / \_\_\_\_\_