

CABC

Registration Form
Bright School
Grades 2-3 Boys and Girls and Grade 4 Boys
Cost: \$85

PLAYER INFO:

First Name:

Last Name:

Address:

City:

State:

Zip/Postal Code:

Birthdate:

Gender:

Shorts Size : YXS YS YM YL YXL

Jersey Size: YXS YS YM YL YXL

League Division: 2nd/3rd Boys 2nd/3rd Girls 4th/5th Boys 4th/5th Girls

PARENT INFO:

First Name:

Last Name:

Relation to child:

Email:

Home Phone:

Cell Phone:

Emergency Contact Info:

Name:

Phone Number:

Relation :

PUBLICITY WAIVER AND RELEASE

Chattanooga Area Basketball Club ("CABC") desires to use and publicize the name, likeness, and other information of the individual named below ("Participant," "I," or "me") for advertising of, promotion of, and recruiting for CABC. In exchange for the intangible value I will gain by participating in CABC's activities, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give CABC my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("Agreement").

I hereby irrevocably permit, authorize, grant, and license CABC and its employees, affiliates, successors, and assigns ("Authorized Persons") the rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, or otherwise use my name, image, likeness, or appearance, and all materials created by or on behalf of CABC that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, on any platform and for advertising, public relations, publicity, packaging, marketing, recruiting for, and promotion of CABC, without further consent from or royalty, payment, or other compensation to me.

CABC shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to CABC my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by CABC, and that CABC has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from CABC's editing, alteration, or use of the Materials, or CABC's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by CABC in CABC's sole discretion. CABC has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of CABC or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that CABC is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

I represent and warrant to CABC that I have full right, power, and authority to enter into this Agreement and grant the rights hereunder. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. CABC may assign this Agreement and its rights hereunder, in whole or in part, to any party. This Agreement is binding on and inures to my benefit and the benefit of CABC and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Hamilton County, Tennessee, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THIS AGREEMENT PROVIDES CABC WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING CABC TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CABC.

I have read and fully understand this Agreement as set forth above and understand that I have given up substantial rights by signing it. My parent or legal guardian has also read and fully understands this Agreement, consents to its terms, and authorizes the use of my name, likeness, and other information outlined above as evidenced by his/her signature below.

Participant's Printed Name

Participant's Signature

Date

Participant's Parent or Guardian's Printed Name

Participant's Parent or Guardian's Signature

Date

Release, Liability Waiver, Indemnification, and Confidentiality Agreement

In consideration of being permitted to participate in the Chattanooga Area Basketball Club ("the activity"), I hereby release, waive, discharge and covenant not to sue Chattanooga Area Basketball Club ("CABC"), and their officers, agents, employees, contractors, vendors (and their agents), sponsors, officials and volunteers, including host families, league facilitators, participating communities and clubs and all governmental and public entities including, but not limited to, the State, County and local municipalities where the program takes place (collectively the "Released Parties") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in the activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise, unless such is precluded by law.

I understand that participation in the activity involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said activity, knowing that it may be hazardous to me and my property. I understand that CABC does not require me to participate in the activity. I assume full responsibility for any risks of loss, property damage or personal injury, including death, that I or my property may sustain as a result of being engaged in the activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in the activity. I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

I am entering into this Release, Liability Waiver, Indemnification and Confidentiality Agreement ("Release") freely and voluntarily. It is my express intent that this Release bind my family members, spouse, heirs, assigns, personal and legal representatives, and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

I further covenant and agree that this Release shall be construed in accordance with the laws of the State of Tennessee and that any mediation, suit or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in Tennessee and the federal or state courts of that state. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. My parent or legal guardian has also read and fully understands this Release, consents to its terms, and authorizes my participation in the activity as evidenced by his/her signature below.

Participant's Printed Name

Participant's Signature

Date

Participant's Parent or Guardian's Printed Name

Participant's Parent or Guardian's Signature

Date