



Participant Waiver & Release

Event date(s): _____	Event location: _____	Team name: _____	Court/Division: _____
-------------------------	--------------------------	---------------------	--------------------------

I am voluntarily participating in the H-TOWN CLASSIC 3-on-3 basketball tournament, including any related warm-ups, practices, contests, demonstrations, clinics, activations, appearances, photo or video sessions, and other activities occurring in connection with the event (collectively, the “**Event**”). In consideration for being permitted to attend, enter, participate in, or remain at the Event, I agree as follows:

IMPORTANT NOTICE: THIS DOCUMENT AFFECTS LEGAL RIGHTS. BY SIGNING BELOW, YOU ARE ASSUMING RISKS AND RELEASING CLAIMS, INCLUDING CLAIMS THAT MAY ARISE FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

1. Assumption of Risk; Health and Fitness

I understand that basketball and related event activities involve inherent and other risks, including but not limited to: strenuous physical activity; falls; slips or trips; uneven, wet, crowded, or hazardous playing surfaces; contact or collisions with other participants, spectators, objects, signage, structures, or equipment; weather or heat-related conditions; dehydration; fatigue; illness or exposure to communicable disease; equipment failure; negligent first aid, emergency response, or rescue operations; and other risks that may result in bodily injury, illness, disability, death, emotional distress, or property loss or damage.

I am responsible for determining whether I am physically and medically able to participate. I represent that I have no condition, impairment, disease, infirmity, medication, or treatment that would prevent my safe participation, or I have elected to participate notwithstanding any such condition and accept all related risk. I agree to stop participating and seek assistance if I experience pain, dizziness, shortness of breath, illness, or any other concern.

I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS, KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, ARISING OUT OF OR RELATING TO MY ATTENDANCE AT, ENTRY INTO, PARTICIPATION IN, OR PRESENCE AT THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

2. Release, Waiver, Covenant Not to Sue, and Indemnity

For purposes of this Waiver, “Released Parties” means Academy Ltd. d/b/a Academy Sports + Outdoors; Nike, Inc.; Jordan Brand; the H-TOWN CLASSIC organizers, operators, sponsors, promoters, partners, advertisers, host site owners or operators, vendors, contractors, and volunteers; and each of their respective parent, subsidiary, and affiliated entities, and each of their respective owners, directors, officers, managers, members, employees, agents, representatives, successors, and assigns.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, I, FOR MYSELF AND FOR MY SPOUSE, HEIRS, BENEFICIARIES, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, ASSIGNS, PARENTS, GUARDIANS, WARDS, CHILDREN, AND OTHER SUCCESSORS OF ANY KIND, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF ANY KIND, INCLUDING PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, RIGHT OF PUBLICITY, PRIVACY, DEFAMATION, FALSE ENDORSEMENT, COPYRIGHT, TRADEMARK, OR OTHER CLAIMS ARISING OUT OF OR RELATING TO MY ATTENDANCE AT, ENTRY INTO, PARTICIPATION IN, OR PRESENCE AT THE EVENT, INCLUDING CLAIMS ARISING OUT OF OR CAUSED BY THE ORDINARY NEGLIGENCE, ACTS, OR OMISSIONS OF ANY RELEASED PARTY, EXCEPT TO THE EXTENT SUCH CLAIMS CANNOT BE RELEASED UNDER APPLICABLE LAW.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any claims, losses, liabilities, damages, costs, or expenses, including reasonable attorneys’ fees, arising out of or relating to: (a) my attendance, entry, participation, or conduct at the Event; (b) my breach of this Waiver; (c) any claim brought by me or on my behalf contrary to this Waiver; and (d) if I am signing for a minor, any claim brought by or on behalf of the minor to the maximum extent permitted by law.

3. Content Capture; Publicity and Media Release

I understand that photographs, video, audio, livestreams, interviews, statements, social media content, recordings, creative expression, name, image, likeness, voice, persona, biographical information, team name, jersey or apparel, and other depictions



of me may be captured, created, recorded, broadcast, streamed, photographed, posted, published, edited, cropped, modified, combined with other content, or otherwise used in connection with the Event (collectively, "Depictions").

I hereby irrevocably consent to the capture and recording of Depictions and grant Academy Ltd. d/b/a Academy Sports + Outdoors, Nike, Inc., Jordan Brand, the Event sponsors, and each of their respective affiliates, agencies, licensees, sublicensees, successors, and assigns the unrestricted, worldwide, perpetual, royalty-free right and permission to use, reproduce, display, distribute, publish, post, broadcast, stream, transmit, edit, adapt, crop, modify, create derivative works from, license, sublicense, and otherwise exploit the Depictions, in whole or in part, in any media now known or later developed, including websites, social media, digital advertising, broadcast, print, in-store, out-of-home, internal communications, public relations, and promotional or commercial materials, without further notice, inspection, approval, or compensation.

I waive and release any and all claims arising out of or relating to the capture, recording, editing, use, or exploitation of any Depictions, including claims for right of publicity, right of privacy, misappropriation, false endorsement, copyright, moral rights, trademark, defamation, disparagement, or any alteration, distortion, blurring, optical illusion, composite use, or use in any context, except to the extent such claims cannot be waived under applicable law.

4. Event Conduct; Compliance

I agree to comply with all Event rules, instructions, safety requirements, and directions from Event personnel. I understand that the Released Parties may refuse entry, remove, disqualify, or suspend participation for unsafe conduct, unsportsmanlike conduct, violation of rules, or conduct that may harm the Event or others. I am responsible for my own conduct and for any minors associated with me.

5. Medical Treatment

If I am injured or become ill at the Event, I consent to first aid, emergency medical care, transport, or other treatment deemed appropriate by Event personnel or medical responders. I understand the Released Parties do not undertake to provide medical care and are not responsible for medical expenses or outcomes, except to the extent required by applicable law.

6. Governing Law; Severability

This Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas and shall be governed by Texas law, without regard to conflict-of-law principles. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law.

Participant Signature

Participant signature	_____	Date:	_____
Participant name	_____		
Participant email	_____		
Participant phone	_____		
Address	_____		
Emergency contact name / phone	_____		