

TWENTY STRONG, LLC
RELEASE AND WAIVER OF LIABILITY

Twenty Strong, LLC, (“Twenty Strong”) is a limited liability company organized and existing under the laws of the State of Illinois, and operates the NORTHWESTER MEN’S BASKETBALL TEAMP CAMP (the “Event”). In consideration of being allowed to participate in the Event and the services provided by Twenty Strong, I, _____ [NAME OF PARTICIPANT] (the “Participant”), hereby release, indemnify and forever discharge and hold harmless Twenty Strong, and its agents, members, owners, directors, managers, employees, consultants, contractors, volunteers, affiliates, subsidiaries and related entities, successors and assigns (collectively referred to herein as, “Related Persons”) from any and all actions, claims or demands, of whatever kind or nature, in law or in equity, which arise, or may hereafter arise from my participation in the Event. By signing this release and waiver of liability agreement (the “Release”), I, for myself, and on behalf of my minor children, spouse, domestic partner, family members, heirs, assigns, representatives, trustees, executors and anyone acting on my behalf or on behalf of my estate (collectively referred to as “Participant’s Representatives”), hereby agree to the following terms and conditions of this Release:

1. Participant and Participant’s Legal Guardian understand that this Release discharges Twenty Strong from any liability or claim that Participant or Participant’s Representatives, may have now, or in the future, against Twenty Strong or Related Persons, for bodily injury, personal injury, illness, permanent disability, death or property damage that may result from (i) my participation in the Event, (ii) the negligence, reckless or other acts caused by Twenty Strong or Related Persons, or (iii) the condition of the premises, facilities or grounds where the Event takes place.
 2. Participant and Participant’s Legal Guardian acknowledge and agree that participation in the Event entails known and unknown risks that may result in physical injury, emotional injury, illness, permanent disability, death or damages to Participant, Participants’ property or a third person’s property. Participant and Participant’s Legal Guardian understand and agree that the known and unknown risks cannot be reasonably be eliminated from participation in the Event. Some of the risks involved in Participant’s voluntary participation in the Event include, but in no way are limited to, scrapes, cuts bruises, serious injury to one’s person, sprains, fractures, muscle injuries, harm caused by medical conditions and by acts and omissions by other participants or third parties. Participant and Participant’s Legal Guardian fully understand and accepts these risks, known and unknown, that may result in Participant requiring medical assistance, incurring medical expenses or experiencing a medical emergency.
 3. Participant and Participant’s Legal Guardian certify and promise that Participant has adequate insurance to cover any injury or damage that may be caused by participation in the Event. Participant and Participant’s Legal Guardian agree to pay the entire costs associated with injury to or damage to Participant, Participant’s property or to other persons and their respective property if injury or damage is caused by Participant.
 4. Participant and Participant’s Legal Guardian acknowledge that Twenty Strong and Related Persons lack knowledge of Participant’s medical and physical condition, which may or may not result in injury to Participant or other persons and Participant Participant’s Legal Guardian voluntarily assume the risk associated with such medical or physical condition.
- Participant/Legal Guardian Initials _____**
5. Participant and Participant’s Legal Guardian voluntarily accept all obligations relating to payment of attorneys’ fees incurred by Twenty Strong and Related Persons in defending or enforcing the terms of this Release.
 6. Participant and Participant’s Legal Guardian agree that the terms of this Release shall be governed by the laws of the State of Illinois, and shall be construed, interpreted and enforced in accordance therewith, without reference to its conflict of law rules. Participant and Participant’s Legal Guardian agree and understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. In the event that any clause or provision in this Release is deemed invalid by a court of competent jurisdiction, the remaining provisions of this Release shall continue to be enforceable.
 7. Any controversy or claim arising under or relating to this Agreement (a “Dispute”) between the parties shall be resolved in accordance with the following procedure: (1) the parties shall negotiate in good faith to resolve any such Dispute within a thirty (30) day period; (2) if a resolution is not reached within such thirty (30) day period, the parties shall submit the Dispute to binding arbitration by an arbitrator mutually agreed upon by the parties, or, if the parties fail to agree on an arbitrator within ten (10) days after a request by either party for arbitration, by the Chicago, Illinois branch of the American Arbitration Association (“AAA”) and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall occur in the State of Illinois. All proceedings and disputes hereunder shall be confidential. **THE PARTICIPANT KNOWINGLY, UNCONDITIONALLY AND ABSOLUTELY WAIVES THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING FROM OR UNDER THIS AGREEMENT**
 8. Participant and Participant’s Legal Guardian agree to: (a) allow Twenty Strong and Related Persons to photograph and otherwise record Participant’s participation in the Event, including advertising in any manner and in all media, including Twenty Strong’s website, (b) waive any right to compensation for such photographs or recordings, and (c) waive any rights to inspection or approval of the use of such photographs or recordings. All photographs and recordings of the Participant and the Event are the exclusive property of Twenty Strong.
 9. If Participant is a minor as defined by the State of Illinois, this Release must be signed by the parent or legal guardian of the minor (the “Legal Guardian”). The Legal Guardian agrees that this Release is made on behalf of the minor Participant and the releases, waivers and promises made herein are binding on the minor and that Legal Guardian has full authority to bind the minor to this Release without limitation.

BY SIGNING BELOW, I EXPRESS THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND I ACKNOWLEDGE THAT I HAVE VOLUNTARILY WAIVED MY RIGHTS, OR THE MINOR PARTICIPANT’S RIGHTS TO FILE OR OTHERWISE MAINTAIN A LAWSUIT AGAINST TWENTY STRONG AND RELATED PERSONS. I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS.

Name of Participant: _____

Name of Legal Guardian (if Participant is a minor): _____

Signature of Participant or Legal Guardian: _____ Date: _____