# **Universal Waiver**

## Universal Waiver and Agreement for Hoop Dreams Basketball Academy

#### 1. Agreement and Release of Liability

In consideration of being allowed to participate in any events, programs, or activities organized by Hoop Dreams Basketball Academy (hereinafter referred to as "Hoop Dreams"), I acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS Hoop Dreams, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

#### 2. Media Consent and Release

Participant agrees that any pictures, audio, or visual recordings taken of them in connection with Hoop Dreams events or programs, or events involving Hoop Dreams' third-party partnerships, can be used for publication, promotion, articles, shows, and advertisements without additional consent and without compensation at this time or any other time.

## 3. Jersey/Equipment Policy

Equipment, including jerseys, is an integral part of any basketball organization and must be returned at the end of each program or league.

- Any participant who has lost, misplaced, or had their Hoop Dreams-issued jersey stolen will be charged \$35 for replacement equipment.
- Participants who do not return their Hoop Dreams-issued jersey within one week of the league's end will be billed \$50 for replacement equipment through the payment method on file or via an invoice sent to the participant's guardian or designated payer.

## 4. Refund Policy

At Hoop Dreams, we value your commitment to our programs and understand that unforeseen circumstances may arise. To maintain fairness and consistency, the following refund policy applies to all Hoop Dreams programs (excluding Hoop Dreams Club Basketball, which has a separate policy, and Hoop Dreams Group Skills Training):

## Before Program Start Date:

- Refund requests must be submitted no later than 3 days before the program start date to be eligible for consideration.
- Approved refunds will be processed minus a processing fee and a \$25 handling fee.

## • After Program Start Date:

NO REFUNDS WILL BE ISSUED AFTER THE PROGRAM START DATE.

#### • Missed Practices, Games, or Events:

 Participants are responsible for attendance, and missed practices, games, or individual events will not be refunded.

# • Exceptional Circumstances:

 In cases of injury or other exceptional circumstances, Hoop Dreams may, at its discretion, consider a partial or full refund minus the processing fee and a \$25 handling fee. Requests for such refunds must be accompanied by appropriate documentation.

Refund requests should be submitted in writing to Hoop Dreams administration via email or physical mail. These policies help ensure the integrity and sustainability of our programs.

## 5. Severability Clause

If any provision of this waiver and agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect.

## 6. Acknowledgment and Signature

I acknowledge that I have read and fully understand this Universal Waiver and Agreement. I agree to the terms and conditions outlined herein and affirm that I am signing freely and voluntarily without any inducement.