



WAIVER AND RELEASE OF LIABILITY WITH RESPECT TO TRANSPORTATION AND ACTIVITIES NOT SPONSORED, PROVIDED, OR SUPERVISED BY Solution Services, Inc (c/o Midnight Basketball), OR AFFILIATED PARTIES

Understandings

While associated with, and participating in activities and programs sponsored by Solution Services, Inc (c/o Midnight Basketball), certain athletes use transportation services, or attend or participate in programs and activities, that are not sponsored, provided or supervised by Solution Services, Inc or person(s) affiliated in an official, employment, or voluntary capacity with Solution Services, Inc. More specifically, although Solution Services, Inc and the Solution Services, Inc affiliates provide athletes with transportation to certain Solution Services, Inc sponsored or related activities and programs, athletes occasionally use their own transportation or transportation provided by a friend, another individual, or some other organization. Acknowledging the above, this waiver and release is entered into and executed to waive potential claims and to release from liability Solution Services, Inc and the Solution Services, Inc Affiliate when an athlete uses transportation, or attends or participates in programs or activities that are not sponsored, provided or supervised by Solution Services, Inc or the Solution Services, Inc Affiliate.

Agreement

In exchange for being allowed to participate in activities and programs sponsored by or associated with Solution Services, Inc, I and my parent or legal guardian agree to be bound by each of the following:

1. **Identification of risks:** I understand that making my own transportation arrangements and using transportation services that are not sponsored or provided by Solution Services, Inc or the Solution Services, Inc Affiliate may involve risk of injury, disability, damage to property, and perhaps death. I also understand that participating in programs and activities that are not sponsored or supervised by Solution Services, Inc or the Solution Services, Inc Affiliate may involve risk of injury, disability, damage to property, and perhaps death.
2. **Assumption of Risks:** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with (I) my use of transportation; or (II) my participation in activities and programs that are not sponsored, provided or supervised by Solution Services, Inc or the Solution Services, Inc Affiliate.
3. **Release and Waiver:** I release and discharge Solution Services, Inc and the Solution Services, Inc Affiliate, and, if applicable, each of their affiliated organizations, directors, officers, sponsors, employees, agents, volunteers, successors, and assigns from and waive all claims for any liability, injury, loss, or damage, including attorneys' fees, in any way connected with (I) my use of either my own vehicle or transportation services provided to me by organizations or persons other than Solution Services, Inc or the Solution Services, Inc Affiliate or (ii) my participation in programs or activities sponsored or supervised by organizations or persons other than Solution Services, Inc and the Solution Services, Inc Affiliate; whether or not caused in whole or in part by the negligence or other misconduct of Solution Services, Inc or the Solution Services, Inc Affiliate.
4. **Binding Effect::** I intend for this waiver and release also to apply to any relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns who might pursue any legal action or claim for such liability, injury, loss or damage, and shall inure to the benefit of Solution Services, Inc or the Solution Services, Inc Affiliate and their respective successors and assigns.
5. **Severability:** If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
6. **Applicable Law:** Because Solution Services, Inc is located in the State of Pennsylvania and its activities and programs occur or are based in that state, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. All actions with respect to Solution Services, Inc or the Solution Services, Inc Affiliate shall be brought in or venued to a court of competent jurisdiction sitting in the State of Pennsylvania, and I hereby consent to the personal jurisdiction of the courts in that state.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY.

Printed Name of Athlete _____ Date _____
Signature of Athlete _____ Date _____

In exchange for my child or ward being allowed to participate in activities and programs sponsored by or associated with Solution Services, Inc, and as parent or legal guardian of the above-named Athlete, I permit the above-named Athlete to make use of transportation and to participate in activities not sponsored, provided, or supervised by Solution Services, Inc or the Solution Services, Inc Affiliate and verify that I fully understand, agree to, and accept all provisions of this Waiver and Release of Liability.

Printed Name of Parent or Legal Guardian _____ Date _____
Signature of Parent or Legal Guardian _____ Date _____