

Participant Information

First Name: _____ M.I. _____ Last Name: _____

Event Information

Name of Event: 2026 ESE End of Summer Slam Event Date: July 25 – 26, 2026Event Host: Elite Sports Events Charities, Inc. Activity(ies): Basketball

TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING – THIS IS A MULTIPAGE FORM

In consideration of being permitted to participate in the event(s) referenced above and activities referenced above or other activities conducted in conjunction therewith (collectively, the “**Event**”), wherever they may occur, I hereby attest that, after reading this waiver form (“**Waiver**”) completely and carefully, I acknowledge that my participation in the Event is entirely voluntary, and that I understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Event I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment death, and exposure to COVID-19, Naegleria Fowleri and coliform bacteria and other communicable diseases or infectious diseases and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other individuals in attendance at the Event and Disney Destinations, LLC and Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary, affiliated or related companies including, without limitation, ESPN, Inc. and its affiliated and subsidiary companies, and each of their respective parent, subsidiary, affiliated or related companies (the “**Disney Companies**”) the sponsors of the Disney Companies and of the Event, Event Host, Event contractors, and each of their respective parent, subsidiary, affiliated or related companies; broadcasters of the Event, Central Florida Tourism Oversight District and its Board of Supervisors; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the “**Released Parties**”) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me, or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event. On my own behalf and on behalf of my heirs, executors, administrators and next of kin of each, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined above) of and from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including, but not limited to, all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties (“**Claims**”) arising out of or in any way connected with my participation in the Event, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys’ fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby represent that I am physically fit for participation in the Event, I have the skill level and mental state required in connection with the Event, and I have not been advised otherwise and that the Released Parties, their respective employees and agents have not made any representations or warranties whatsoever with respect to the facilities, the equipment present at the facilities, services and/or other accommodations that may or may not be provided in connection with the Event. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. To the extent athletic trainer or paramedic services are available at an Event, I hereby consent to such athletic trainer and/or paramedics furnishing athletic trainer/paramedic services to me. I understand and agree athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, Event information and results (as more fully described below), voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, promotional or commercial purposes or otherwise, including, without limitation, publication and use of Event information and results (including, but not limited to name, uniform number, age, times, gender, "hometown", or other Event results), without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein

GOVERNING LAW: This Waiver will be governed by the laws of the State of Florida. Any legal action relating to or arising out of this Waiver will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

SEVERABILITY/PARTIAL INVALIDITY: If any provision or part thereof of this Waiver is held to be invalid, void or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Waiver without affecting the binding force or effect of any other part or provision.

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver; (2) I am 18 years of age or older and competent to enter into this Waiver; (3) the information set forth above pertaining to me is true and complete; and (4) I consent and agree to all of the foregoing.

Please sign this waiver in black or blue ink.

Date

Signature

Print Name