

DISCLAIMER OF LIABILITY AND PROMOTIONAL AGREEMENT

CAMPER'S NAME: _____

ATTENDING WEEK OF: _____

Suns Legacy Partners, L.L.C., d/b/a the Phoenix Suns, the camp and its staff **do not** assume liability for any injuries (including death) or property damage incurred by campers while at camp, on the way to camp, or while being transported during camp between camp locations. Parents should contact their own insurance carrier to obtain additional insurance for the camper, if necessary.

THE CAMPER, IN ATTENDING THE PHOENIX SUNS BASKETBALL CAMP AND IN USING WASHINGTON H.S., THUNDERBIRD H.S., MOON VALLEY H.S., GREENWAY H.S., PINE SUMMIT CAMP FACILITIES, OR ANY OTHER CAMP FACILITIES, DOES SO AT HIS/HER OWN RISK. BMFC, INC. OR PHOENIX SUNS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM PERSONAL INJURY (INCLUDING DEATH) SUSTAINED BY THE CAMPER DURING THE CAMP, AT THE FACILITIES OR WHILE BEING TRANSPORTED BETWEEN CAMP LOCATIONS. THE CAMPER AND HIS PARENT ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES OR INJURIES THAT MAY OCCUR TO THE CAMPER DURING THE CAMP SESSION AND DO HEREBY FULLY AND FOREVER RELEASE, EXONERATE AND DISCHARGE BMFC, INC., PHOENIX SUNS OR WASHINGTON H.S., THUNDERBIRD H.S., MOON VALLEY H.S., GREENWAY H.S. AND PINE SUMMIT, THEIR OWNERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF THE CAMPER'S PARTICIPATION IN THE CAMP SESSION, USE OF THE FACILITIES, OR WHILE BEING TRANSPORTED BETWEEN CAMP LOCATIONS.

FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, I/WE, SHALL INDEMNIFY AND HOLD HARMLESS BMFC., INC, PHOENIX SUNS, WASHINGTON H.S., THUNDERBIRD H.S., MOON VALLEY H.S., GREENWAY H.S. AND PINE SUMMIT, THEIR OWNERS, EMPLOYEES OR AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF ANY PERSONAL INJURIES, (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY OUR MINOR CHILD, REGARDLESS OF WHETHER OR NOT THE INJURY OR DAMAGES ARE CAUSED IN PART BY ANY ACTIVE NEGLIGENCE BY A PARTY INDEMNIFIED HEREUNDER. I/WE, COVENANT AND CONTRACT NOT TO SUE BMFC, INC., PHOENIX SUNS, ITS OWNERS, EMPLOYEES, OR AGENTS FOR ANY SUCH INJURIES, OR DEATH OR DAMAGES THE MINOR MIGHT SUSTAIN.

CAMPER AGREES THAT THE PHOENIX SUNS AND/OR BMFC, INC. MAY USE CAMPER'S LIKENESS, WITHOUT COMPENSATION, INCLUDING BUT NOT LIMITED TO, PHOTOGRAPHS TAKEN WHILE THE CAMPER IS AT CAMP, IN ANY PROMOTIONAL AND ADVERTISING MATERIALS, INCLUDING BUT NOT LIMITED TO, VIDEOS, COMMERCIALS, CATALOGS, PRODUCT BROCHURES, FLYERS, POSTERS, NEWSLETTERS AND ANY OTHER ADVERTISING LITERATURE.

Signature of Parent/Legal Guardian Date Signature of (Minor) Camper Date

APPROVAL FOR MEDICAL TREATMENT

Please sign the following consent form to authorize medical treatment for your child:

I/We the parent(s) or legal guardian of _____ an unemancipated minor, do hereby delegate to the PHOENIX SUNS Basketball Camp's employees or agents, the authority to seek, obtain and approve any medical care and treatment for the above named minor, which in their judgment is necessary for the health and well-being of said minor during his/her stay at the PHOENIX SUNS Basketball Camp. Further, to the extent permissible by law, I/We, shall indemnify and hold harmless, BMFC, Inc., PHOENIX SUNS, Washington H.S., Thunderbird H.S., Moon Valley H.S., Greenway H.S. and Pine Summit, and their owners, employees or agents from and against any and all claim, damage, loses and expenses, including but not limited to attorneys' fees, arising out of any action taken in seeking and obtaining medical care and treatment for the above named minor, regardless of whether or not the injury or damages are caused in part by any active negligence by a party indemnified hereunder. I/We, covenant and contract not to sue BMFC, Inc., PHOENIX SUNS, Washington H.S., Thunderbird H.S., Greenway H.S., Moon Valley H.S., Pine Summit, or their owners, employees or agents for any such injuries or damages the minor might sustain. I/We, agree that the final authority to grant permission to participate rests with the athletic medical staff of Washington H.S., Thunderbird H.S., Greenway H.S. Moon Valley H.S. and Pine Summit. I/we, authorize Washington H.S., Thunderbird H.S., Greenway H.S. and Pine Summit medical vendors to release any information required in applying for payment on my behalf, and I/we assign payment to those medical vendors for all services that these same medical vendors may render. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or medical care being required and will serve as a specific consent to all treatment or hospital care. I/we understand that we are responsible for any costs incurred, which are not covered by insurance.

Parent/Legal Guardian Signature Date

****FORM MUST BE RETURNED BEFORE CAMP STARTS****