

WAIVER

Marillac St. Vincent de Paul Center, Inc. / Saint Clement Summer Basketball Program

By signing below and in consideration of Marillac St. Vincent Family Services, Inc. d/b/a St. Vincent De Paul Center, Inc. ("SVDPC") permitting you to participate in Saint Clement Summer Basketball Program to consider the Sessions ("Games") at SVDPC's building at 2145 N. Halsted, Chicago, Illinois 60614 ("Center"), you agree, warrant and covenant as follows:

The undersigned, for himself/herself and his/her heirs, executors, successors, assigns, administrators, executors, and insurers (Collectively, "Waiving Party"), hereby assumes and all risks associated with the Waiving Party's participation in any games or other Saint Clement Basketball Program sponsored event at the Center, and unconditionally and voluntarily forever releases, waives, discharges and dismisses any and all rights, claims, demands, liabilities, actions or causes of action that the Waiving Party has, had, or may have against SVDPC, its parents, subsidiaries, or other related entities and their respective members, directors, officers employees, agents representatives, contractors, or sponsors (collectively, "Released Parties") as a result of any injuries (property or personal), death, damages or losses sustained or incurred by the Waiving Party as a result of the Waiving Party's entry on the surrounding grounds of or into the Center or attendance at or participation in any Games or other Saint Clement Basketball Program sponsored event at the Center.

The Waiving Party further agrees to indemnify, defend and hold the Released Parties harmless from any and all claims, damage losses, costs, (including reasonable attorney's fees), liabilities, actions or causes of action arising out of, connected with or in any way resulting from the Waiving Party's participation in any Games or other Saint Clement Basketball Program sponsored event at the Center. The Waiving party acknowledges that the Released Parties are not responsible for any inclement weather, acts of God, which may affect the ability of any Games or other Saint Clement Basketball Program sponsored event at the Center to be conducted when otherwise scheduled, and releases and waives any and all claims against the Released Parties for damage, loss, cost or liabilities that may arise therefrom.

This Waiver is intended to be as broad and inclusive as permitted by law, and if any portion hereof is held invalid, it is agreed that the balance of this Waiver shall continue in full legal force and effect. The Waiving Party acknowledges that no promise or inducement has been offered, to him/her whether verbally or in writing, impliedly or explicitly, except as herein set forth and that this Waiver has not been executed based upon statements or representations by any person or entity. This Waiver shall be governed by and construed under the internal laws of the State of Illinois without regard to any conflicts of law principles.

I HAVE READ AND FULLY UNDERSTAND AND VOLUNTARILY EXECUTE THIS WAIVER.

PRINT CHILD'S NAME: _____

PARENT SIGNATURE: _____

DATE: _____