

## WAIVER & RELEASE LETTER

This Waiver and Release Letter ("Letter") is executed on the 24th of June 2016 by the undersigned, or in case the undersigned is under the age of 18 years old, then the undersigned's legal guardian (hereinafter the "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined below). In connection with Participant's participation in FxPro Limassol 3on3, a 3on3 basketball tournament to take place on 24, 25 and 26 of June in Limassol, Cyprus (the "Event"),

1. The Participant hereby certifies, warrants, represents, agrees and covenants to 3on3 Cyprus LTD and any of the **respective Event sponsors or promoters and all charities benefiting from the Event (the "Organizers")**, THAT HE/SHE IS:

(a) free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including but not limited to those activities associated with the event, (i) impair, prevent or prohibit participant from engaging in such event activities or (ii) be affected, aggravated or worsen in any way as a result, directly or indirectly, of participant's involvement in such event;

(b) of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair participant's ability to execute this waiver letter, fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the event;

(c) entering into this waiver and release letter voluntarily, by participant's own free will, act and deed, without any undue influence from the organizers or any other third party.

2. FURTHERMORE, THE PARTICIPANT HEREBY :

Agrees that he/she derives a material benefit from the event and/or participant's involvement therein. By **execution of this letter, participant agrees and acknowledges that a strenuous activity, such as basketball, is potentially hazardous**, and participant hereby assumes all risks associated with playing in the event, including, without limitation, falls, contact with other participants, the effects of weather and the condition of playing surfaces. Furthermore, participant expressly and unconditionally assumes all risks and dangers known or unknown, foreseen or unforeseen, and relating or incidental to participant's involvement in the event and any activity associated therewith. The participant hereby releases, forever discharges and holds harmless the **organizers from and against any and all claims, damages, liabilities, costs and expenses, including, but not limited to, death, personal injury or property damage of any kind or nature, arising out of or relating to participant's involvement in the event and all activities associated therewith.**

3. THE PARTICIPANT understands that by signing this Letter, each Participant covenants and agrees that such Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Organizers, or in any way aid in the **institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other Event associated therewith.** Each Participant agrees to defend and hold the Organizers harmless from any loss or damages, including attorneys' fees and costs, sustained by Organizers, or any one or more of them, as a result of any Participant's rescission of this Letter or breach of its covenants or agreements contained in this paragraph.

4. THE PARTICIPANT further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

5. If any provision of this Letter shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Letter shall be construed as if such invalid or unenforceable provision were omitted.

6. This waiver and release granted by participant hereunder is legally binding and shall be considered **irrevocable. The participant agrees that the organizers may rely upon this letter to the fullest extent** permissible by law.

The participant hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

Participant's full name and id number \_\_\_\_\_ Signature \_\_\_\_\_

Participants Date of birth \_\_\_\_\_

Parent or Legal Guardian (if applicable)

Full Name and ID Number \_\_\_\_\_ Signature \_\_\_\_\_, Date \_\_\_\_\_