

WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I hereby request to participate in the [St. Rose of Lima 3 on 3 Basketball Tournament] to be held on June 17, 2011 and June 18, 2011. I freely and knowingly provide this **WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT** in order to accomplish this purpose.

In consideration of St. Rose of Lima and **the ROMAN CATHOLIC DIOCESE OF PATERSON'S** acceptance of my registration and participation in the event, to the fullest extent of the law, I shall indemnify, defend and hold harmless the Most Rev. Arthur J. Serratelli, S.T.D., S.S.L., D.D., Bishop of the Roman Catholic Diocese of Paterson, and his successors in office and all affiliated parishes, schools, including St. Rose of Lima and institutions from and against any and all claims for bodily injury and/or property damage, damages, losses and expenses, including but not limited to attorney's fees, arising out of my participation in the [St. Rose of Lima 3 on 3 Basketball Tournament] on June 17, 2011 and June 18, 2011.

My agreement to indemnify specifically includes any and all claims, damages, losses, and/or expenses resulting from bodily injury and/or property damage, sickness, disease or death or injury to or destruction of tangible property caused in whole or in part by the negligence of a party indemnified hereunder.

My personal insurance company is primary over all other insurance.

I further agree that any and all disputes regarding my registration and participation in the [St. Rose of Lima 3 on 3 Basketball Tournament] on June 17, 2011 and June 18, 2011 and as well as any and all disputes regarding this **WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**, will be resolved by way of submission to binding arbitration through the auspices of the American Arbitration Association.

In signing this release I acknowledge and represent that I have read the following **WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**, understand it and sign it voluntarily as my own free act; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least 18 years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

PARTICIPANT

DATE

Parent/Guardian if participant under the age of 18

DATE