



PERMISSION, RELEASE AND ELIGIBILITY FORM

In consideration of the right of the individual listed below (the "Participant") to participate in the basketball tournament known as "The Players Ball," scheduled to take place April 18, 2009 at the independent site of Peachtree Presbyterian Church, Atlanta, Georgia, I hereby give permission for the Participant, (if Participant is a minor then who is my child or ward), to participate in the Event. Further, I hereby:

1. (a) acknowledge that the Participant's participation in the Event involves risk of serious bodily injury, death, property damage and/or other harm which might result not only from the Participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, the conditions of the premises or of any equipment used and that there may be other risks not known or reasonably foreseeable at this time; and (b) accept sole responsibility for all of the hazards and risks to Participant and Participant's property associated with or related to Participant's participation in the Event and for any damage or injury that Participant may cause to others;

2. (a) release, waive and forever discharge any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which I, the Participant or any of the Participant's representatives, heirs, next of kin or assignees ("Participant's Representatives") may have or which may hereinafter accrue to me, the Participant or Participant's Representatives as a result of the Participant's participation in the Event or otherwise and which may be asserted by me, the Participant, or Participant's Representatives against the Robert F. Wharton Foundation ("Foundation"), Peachtree Presbyterian Church, and each of their respective related entities, subsidiaries and affiliates and each of their respective officers, directors, owners, governors, officials, employees, agents, representatives, successors and assigns (collectively, the "Released Entities"), whether caused by the acts, omissions or negligence of the Released Entities or by any other person or entity and (b) agree to indemnify and save and hold harmless the Released Entities and each of them from any loss, liability, damage or cost they may incur due to my participation in or otherwise in connection with the Event, whether caused by the negligence of any of the Released Entities or otherwise;

3. (a) grant permission to the Released Entities to utilize Participant's name, voice, statements, photograph, image, likeness, actions at the Event and/or Participant's biographical data in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, for promotional, commercial or any other purpose, in perpetuity worldwide in any media whether now known or hereafter created without any additional consideration; and

4. (a) represent and acknowledge that Participant is at least in 6th grade, is in excellent physical health, and has no physical limitations that would prevent the Participant from participating in the Event; and (b) grant the Released Parties permission to provide the Participant with emergency medical treatment.

AGREED TO AND ACCEPTED:

Name of Participant (child or adult): _____ **Age:** _____

Signature of Participant: _____ **Date:** _____

Address of Participant: _____

Signature of Parent or Guardian (if Participant is under 18): _____

Date: _____