



## **PERMISSION AND RELEASE WAIVER AGREEMENT TO BE SIGNED BY ALL PARTICIPANTS**

Participant, the undersigned, voluntarily and expressly assumes all risk and danger of personal loss, illness, or injury (including, without limitation, permanent disability and death) arising from or relating in any way to participating in any activities relating to the Detroit Pistons Basketball Company (“DPBC”), Palace Sports & Entertainment, LLC (“PSE”), DPGL, LLC d/b/a Motor City Cruise (“MCC”), Pistons GT, LLC (“PGT”), Wayne State University (“WSU”), and/or Olympia Entertainment, Inc., Olympia Entertainment Events Center, LLC, Ilitch Holdings, Inc., and Olympia Development of Michigan, LLC (Collectively “Olympia”) howsoever caused or arising and whether by negligence or otherwise (the “Participation”). Participant understands that there are potential risks of which Participant may not be presently aware. Participant agrees to fully comply with any applicable rules, policies, regulations, laws, Participation instruction and Participation facility rules and safety guidelines. Participant agrees that PSE, DPBC, MCC, PGT, Olympia, WSU and their respective affiliates at Little Caesars Arena (“LCA”), Henry Ford Health System, Pistons Performance Center (“PPC”), Wayne State Fieldhouse (“Fieldhouse”), the National Basketball Association (“NBA”), NBA G League, Henry Ford Health System (“HFHS”), and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, sponsors, and agents (collectively, “Pistons Parties”) shall not be liable for any loss, damage, illness, or injury, including death, to any person or property that may result directly or indirectly from Participation.

The Pistons Parties have taken preventative measures to reduce the spread of COVID-19 and other communicable disease during the Participation. However, Participant understands the extremely contagious nature of COVID-19, though to spread from person-to-person contact, and Participant acknowledges that partaking in group activities increases the risk of contracting COVID-19 and other communicable disease. Participant acknowledges that Pistons Parties cannot guarantee that Participant will not become infected or ill with any communicable disease. Participant has made all necessary parties, including but not limited to Pistons Parties and host facility staff, aware of any and all medical conditions that may lead to a medical emergency or affect their treatment in the event of a medical emergency. Participant agrees that he or she will not participate in any activity if Participant has a fever or any other overt symptoms of COVID-19. Participant gives consent to the instructors, coaches, and host facility staff to administer first aid if necessary.

If Participation takes place at LCA, PPC, the Fieldhouse, or any off-site event hosted by the Pistons parties, Participant shall not have any right to bring, shall not bring, or cause or allow to be brought, any materials or props that may damage the basketball court or require clean-up, including but not limited to powders, glitters, liquids, heeled or dark soled shoes, and sharp or metal objects.

Participant grants full permission to the Pistons Parties (and their respective licensees, sponsors and designees), by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose, in any manner, without further notification, authorization or compensation to Participant or anyone on its behalf, Participant’s name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, and any photographs, videotapes, motion pictures, recordings, or other record of the Participation (or any part or parts of the Participation) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and Participant represents and warrants that no further permission is required for the Pistons Parties to use the Participation as provided herein.

Participant hereby releases, waives, discharges and covenants not to sue Pistons Parties from all liability to the undersigned for any and all loss, liability, damage, or cost and any and all claims or demands therefore on account of injury to the person or property of the undersigned, including death or illness, whether caused in whole or in part by the negligence of the Pistons Parties or otherwise, due to Participation. Participant further agrees to defend, indemnify, and hold harmless the Pistons Parties and their insurers from and against any and all damages, costs, judgments, and/or expenses (including but not limited to attorneys’ fees and other legal fees) they may incur as a result of claims made against them arising out of the Participation or any

breach of this Permission and Release (including but not limited to breach of any representation or warranty contained herein).

The Participant further expressly agrees that the foregoing release is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE and further agrees that no oral representation, statement, or inducement apart from the foregoing written agreement have been made.

This Permission and Release specifically embraces each and every event sanctioned, authorized or promoted by the Pistons Parties at any time and applies to each and every event or activity hereinabove mentioned, and has the same effect as if executed before each and every activity or event in which the Participant participates. This Permission and Release shall be governed under Michigan law.

**PARTICIPANT NAME** \_\_\_\_\_

**PARTICIPANT SIGNATURE** (for Participants over age 18): \_\_\_\_\_

**DATE** \_\_\_\_\_

**FOR PARTICIPANTS UNDER 18 (PARENT/GUARDIAN'S SIGNATURE):**

\_\_\_\_\_  
(My signature certifies that I have read and agree to the above statements on behalf of myself and the child listed.)

**PARENT/GUARDIAN NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**PHONE** (\_\_\_\_\_) \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**CHILD'S NAME** \_\_\_\_\_ **DOB:** \_\_\_\_\_

☐ By checking this box, you are opting your child into Future Pistons and will receive weekly e-newsletters.

Please List the Individuals That are Permitted to Pick up Your Camper (First, Last Name)

- 1.
- 2.
- 3.
- 4.
- 5.



### **Pistons Academy Code of Conduct**

The Detroit Pistons Academy aims to create impactful, memorable and positive experiences on and off the court that generate passion and love for the game of basketball. In order to create those experiences, it is important to create and maintain a safe and inclusive environment for all of our participants and guests. As a result, all of our participants and guests must agree to adhere to the rules and policies stated below.

By participating in Pistons Academy, each participant agrees to the following:

- He/She will not engage in unsportsmanlike conduct with any coach, player, participant or guest.
- He/She will not engage in any behavior which would endanger the health, safety or well-being of any coach, player, participant or guest.
- He/She will not use disrespectful language.
- He/She will treat each coach, player, participant, or guest with respect regardless of race, sex, sexual orientation, religion or ability.
- He/She will not engage in verbal or physical threats or abuse aimed at any coach, player, participant or guest.
- He/She will not engage in bullying of any kind directed at any coach, player, participant or guest.

It is the policy of The Pistons Academy that any conduct that is disruptive and/or disrespectful to others will not be tolerated. We require ALL participants to be honest, fair, and respectful to others at all times. ANY violation of this Code of Conduct by any participant, without regard to its subject matter or motivating nature, will result in expulsion from the program with NO REFUND. It is also important to note that any retaliation or FALSE accusations will also result in expulsion from the program with NO REFUND.

The Pistons Academy will handle such behavior with the highest possible level of confidentiality for the offender and the offended. A Pistons Academy representative will be responsible for reporting the incident to the parent(s) or legal guardian(s) of those involved on the day of the incident. Restorative preventative practices will always be considered and implemented that emphasize repairing the harm to those impacted.

Ultimately, we aim to create a welcoming and inclusive environment and to teach our youth to be better citizens of the community. Thank you for your understanding of these policies and for helping us ensure that they are followed.

I have read the above policies and have discussed them with the participant and confirmed that he/she understands each policy and agrees to abide by them. I further authorize the participant to sign below indicating that he/she agrees to and acknowledges the policies set forth herein.

Parent/Guardian: \_\_\_\_\_

Name

Signature

Date

Relationship to Participant: \_\_\_\_\_

I, as a participant of The Pistons Academy, have discussed the above policies with my parent/guardian and I understand that by participating in The Pistons Academy I agree to follow all of these policies.

Participant: \_\_\_\_\_

Name

Signature

Date