



SOUTH BAY F.O.R. JUNIOR SPORTS ASSOCIATION WAIVER & RELEASE OF LIABILITY

In consideration of the risk of injury or infection from or exposure to the COVID-19 virus, including variants, while participating in the Double Dribble basketball program (the “Activity”) and as consideration for the opportunity to participate in the Activity, I hereby, for myself and my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability (“Waiver”) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the South Bay F.O.R. Junior Sports Association, located at P.O. Box 2751, Gardena, California 90247 and its affiliates, managers, members, agents, attorneys, staff, officers, directors, volunteers, heirs, representatives, predecessors, successors and assigns (collectively, “F.O.R.”) for any physical or psychological or economic harm or injury, including but not limited to illness or disease, paralysis, death, damages, economical or emotional loss, that I may suffer as a result of participating in the Activity, including traveling to and from any event related to the Activity.

I am voluntarily participating in the Activity and I am aware of the risks associated with traveling to and from as well as participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness or disease, exposure to illness or disease, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries, infections, exposures or outcomes may arise from my own or other’s negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless F.O.R. against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys' fees and any related costs, if claims, suits, litigation, or actions of any kind arises pursuant to any claims made by me or by anyone else acting on my behalf. If F.O.R. incurs any of these types of expenses, I agree to reimburse F.O.R. .

I acknowledge that F.O.R. is not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of F.O.R.

I acknowledge that the Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, illness or disease, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, and medical condition of participants, equipment, vehicular traffic and action of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or promoters of the event.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s conduct, whether willful, negligent or reckless, I acknowledge and agree to be liable and responsible for any and all costs associated with such conduct.

This Waiver was entered at “arm’s length” without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant identified below and F.O.R. agree that this Waiver is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver, and that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver to be invalid or enforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforce as so limited.

In event of an emergency, please contact the following person(s) in the ordered presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Participant’s Name: _____

Participant’s Address: _____

PARENT / GUARDIAN WAIVER AND RELEASE FOR MINORS

If the Participant is under the age of consent (18 years of age), then this waiver and release must be signed by his or her parent or guardian.

The undersigned agrees and affirms: I am the parent or guardian of the Participant named above; I am 18 years or older; I freely sign this Waiver and Release of Liability (“Waiver”); I have read this Waiver and fully understand its content; I am aware that this is a waiver and release of liability; I am authorized to sign this Waiver on his or her behalf; and I do hereby give my consent without reservation to the foregoing on his or her behalf.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____