

# West Seattle Reign

## **Assumption of Risk – Waiver of Liability – Indemnification Agreement (READ BEFORE SIGNING)**

**West Seattle Reign (West Seattle Reign Sports LLC.)** provides opportunities for youth to learn and develop their basketball through participation in basketball camps, clinics & club teams. West Seattle Reign Sports LLC. will hereafter be referred to as **WSR**.

Some of the many benefits of participation in basketball include improvement of physical fitness, fun & enjoyment, learning teamwork, opportunity to compete, better health, weight maintenance, social interaction, building friendships, and involvement in wholesome recreation.

While these and other benefits of basketball are apparent, WSR feels it is important that the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) understand that there are risks inherent in all physical activity including basketball. While WSR takes great care to reduce the risks associated with basketball participation, it is impossible to eliminate all risks, including the risk of injury.

Some of the inherent risks of basketball include trauma and stress (e.g., to bones, muscles, and joints); falls on hard surfaces; being struck by fast moving balls; collisions (e.g., with other players, standards, obstructions, or walls); inflammation (e.g., in joints, muscles, tendons, etc.); weather-related risks (e.g., hot, humid weather; cold, inclement weather; lightning; high winds); over-exertion; participant failure to adhere to rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; playing surface faults (e.g., uneven, slick, wet); unexpected facility hazards or defects; errors in judgment by WSR personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

WSR feels that it is important that the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common but do occur in basketball. They include, but are not limited to, stress fractures: broken bones (e.g., fingers, arms, legs); concussions; torn tendons, ligaments, or cartilage; rotator cuff injuries; eye injuries; cuts, broken teeth; and internal injuries. Catastrophic injuries are very rare; but you should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

**Assumption of Inherent Risks:** I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) assert that I am familiar with the inherent risks of basketball and have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. I understand that all activities of WSR include inherent risks that cannot be totally eliminated regardless of the care taken by WSR. I know, understand, and appreciate the types of injuries inherent in WSR activities. I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian), hereby assert that:

1. My participation is voluntary and that
2. I knowingly assume all inherent risks of the activity.

**Waiver of Liability for Ordinary Negligence of WSR:** In consideration of permission to participate in WSR activities, today and on all future dates, I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian), on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) do hereby waive, release, covenant not to sue and discharge WSR including their partners and owners, directors, board members, officers, employees, volunteers, independent

contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the Protected Parties). This agreement applies to:

1. Personal injury (including death) from incidents or illnesses arising from participation in WSR activities including, but not limited to; league play, tournaments, camps, clinics, special events, recreational play, practice, and training/conditioning activities. It applies also while I am an observer or spectator and for my individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to
2. Any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification:** I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) , also agree to hold harmless, defend, and indemnify WSR (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from any and all claims of Releasing Parties or others acting on my behalf, arising from my participation in WSR Activities, (including those arising from the inherent risks of the activity or the ordinary negligence of Protected Parties). I further agree to hold harmless, defend, and indemnify WSR against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in WSR activities.

**Clarifying Clauses:** I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) confirm:

1. This agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and WSR and that it cannot be modified or changed in any way by representations or statements by any agent or employee of WSR.
2. The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held in WA, it is agreed that the balance shall continue in full legal force and effect.
3. If legal action is brought, either the state court serving King County, Washington, or the United States District Court for the District of Washington has the sole and exclusive jurisdiction and that only the substantive laws of the State of Washington shall apply.

**Acknowledgements to Promote Participant Safety:**

- Health Status. The WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) affirms that he or she:
  - Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
  - Understands that WSR advises all participants to seek medical clearance prior to participation.
  - Understands that it is the participant's duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
  - Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.
- Medical Care. The WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) affirms that he or she:
  - Authorizes the use of first aid, CPR, or AED (when available) if WSR staff deems it is needed.
  - Authorizes WSR to secure emergency medical care and transport if deemed necessary.
  - Agrees to assume all cost of emergency care and transportation.
- Rules and Safety. The WSR Adult Participant or WSR Minor Participant (& Parent/Guardian) agrees:
  - To report all injuries (even minor injuries) so that WSR may make a record of the injury.
  - To wear all recommended safety gear during participation.
  - To follow all rules of the activity and of WSR.
  - To inform WSR of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
  - That WSR has authority to halt my participation if it endangers the participant or others.

**Medical Release**

By signing this waiver, you grant WSR Communications permission to receive medical information from WSR Medical & to share any needed medical information with emergency personnel in the event of a medical emergency.

**Photography and Video Release**

I grant WSR and all its departments and its promoters the right to take photographs and video of me in connection with WSR events. I authorize WSR and its promoters to copyright, use and publish the same in print and/or electronically.

I agree that WSR and its promoters may use such photographs and video of me with or without my name and for any lawful purpose, including publicity, illustration, advertising, and web content.

**WEBSITE/INFORMATION RELEASE AGREEMENT**

We like to post photos and/or videos of teams and training classes on our website, social media outlets and newsletters. We also issue press releases throughout the year to local media outlets. In addition, we maintain Player Profiles for our athletes that contain information used by college coaches for recruiting purposes or simply for informational purposes. By signing below, you give West Seattle Reign Sports LLC the right to post information about your athlete for the above purposes.

**Promoter rights**

The WSR and WSR Promoters reserve the right to use the participant’s email to market WSR events.

**Acknowledgment of Understanding:** I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian), have read and understand this Agreement. I understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I, the WSR Adult Participant or WSR Minor Participant (& Parent/Guardian), acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties, to the greatest extent allowed by law of the State of Washington. Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

West Seattle Reign