

Title and Parties

ATHLETIC TRAINING PROGRAM

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

(ADULT & MINOR PARTICIPANTS)

This Agreement is entered into by and between Adaptive Perspectives LLC (“Provider”) and the undersigned participant (“Participant”) and, if the Participant is under age 18, the Participant’s parent or legal guardian (“Parent/Guardian”).

Program: Basketball skills training, conditioning, practices, and related activities conducted or sponsored by Adaptive Perspectives LLC (the “Program”).

Location(s): All facilities, courts, fields, and off-site locations used by the Program.

Effective Date: _____

Acknowledgment of Risks

1. I understand and acknowledge that participation in basketball training, conditioning, scrimmages, games, and related activities involves **inherent risks** of injury, including but not limited to sprains, strains, fractures, concussion, cardiac events, heat illness, permanent disability, paralysis, or death, as well as property damage.
 2. I understand that these risks may arise from, among other things, my own actions or inactions, the actions or inactions of others, the condition of the premises or equipment, weather, and the possible negligence of the Provider or others.
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Assumption of Risk

3. I voluntarily choose to participate (or allow my minor child/ward to participate) in the Program and **expressly assume** all risks of injury, illness, death, and property damage arising out of or related to participation, whether known or unknown, foreseeable or unforeseeable, and whether or not described in this Agreement.

Release of Liability and Covenant Not to Sue

4. In consideration for being allowed to participate in the Program, I, on behalf of myself, my minor child/ward (if applicable), and our heirs, executors, administrators, and assigns, hereby **release, waive, and forever discharge** Adaptive Perspectives LLC, its owners, members, managers, officers, employees, contractors, volunteers, agents, other participants, facility owners/lessors, and sponsors (collectively, the “Released Parties”) from any and all claims, demands, actions, causes of action, damages, or liabilities of any kind, in law or equity, arising out of or related to participation in the Program or use of the facilities and equipment, including claims arising from the **negligence** of any Released Party, to the fullest extent permitted by law.
5. I agree **not to sue** or bring any claim against any Released Party for any such matters.

Indemnification and Hold Harmless

6. I agree to **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, demands, actions, causes of action, damages, losses, costs, or expenses (including attorneys’ fees) arising out of or related to:
 - my participation (or my minor child’s participation) in the Program;
 - my (or my minor child’s) acts or omissions; or
 - any breach of this Agreement.
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Medical Condition and Treatment

7. I certify that I (or my minor child/ward) am physically able to safely participate in basketball training and related activities and have no medical condition that would make participation unsafe, or that has not been disclosed to the Provider.
 8. I understand that it is my responsibility to consult with an appropriate healthcare provider regarding any medical conditions and fitness for participation.
 9. In the event of illness or injury during the Program, I authorize the Provider and its personnel to obtain emergency medical care for me or my minor child/ward, including transportation by emergency medical services, and I agree to be solely responsible for all associated costs.
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Insurance

10. I understand that the Provider does **not** provide health, medical, or accidental injury insurance for participants, and that I am solely responsible for obtaining such coverage and for all medical costs arising from participation.
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Code of Conduct and Safety Rules

11. I agree to abide by all rules, instructions, and policies of Adaptive Perspectives LLC and its staff, including rules regarding sportsmanship, equipment use, and safety.
 12. I understand that failure to follow such rules may result in suspension or termination of participation without any refund of fees.
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Photography, Video, and Media Release (Optional but Common)

13. I grant Adaptive Perspectives LLC the right to photograph, audio-record, or video-record me (or my minor child/ward) during Program activities and to use such media, without compensation, in any lawful manner for promotional, educational, or informational purposes in print, digital, or online formats.
14. If I do not consent to media use, I will notify Adaptive Perspectives LLC in writing prior to participation.

(Initial one):

- I CONSENT to media use as described above.
 I DO NOT CONSENT to media use.
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Minors: Additional Parent/Guardian Acknowledgment

(Complete this section if Participant is under 18)

15. I am the Parent/Guardian of the minor Participant named below and have legal authority to sign this Agreement on their behalf.
 16. I acknowledge that I am signing this Agreement both in my individual capacity and on behalf of the minor Participant, and that the minor Participant shall be bound by all terms of this Agreement.
 17. I understand that, by signing this Agreement, I am **waiving certain legal rights** that the minor Participant and I might otherwise have against the Released Parties, including rights to sue for negligence, to the fullest extent permitted by law.
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Severability, Governing Law, and Entire Agreement

18. I agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law. If any part of this Agreement is held invalid or unenforceable, the remaining portions shall continue in full force and effect.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
20. This Agreement constitutes the **entire agreement** between the parties with respect to the subject matter and supersedes any prior understandings, whether written or oral, relating to the same.

Acknowledgment of Understanding

I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Adult Participant (18 or older)

Participant Name (print): _____

Signature: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Minor Participant (if under 18)

Minor Participant Name (print): _____

Date of Birth: _____

Parent/Guardian (for minor participants)

Parent/Guardian Name (print): _____

Relationship to Minor: _____

Signature: _____ Date: _____

Address (if different from minor): _____

Phone: _____ Email: _____