



## **BAY VALLEY BASKETBALL ACADEMY (BAY VALLEY GENERALS)**

### **RELEASE OF LIABILITY AND PARTICIPATION AGREEMENT**

#### **SECTION 1:**

I, the parent of \_\_\_\_\_, am fully aware that the possibility of serious physical injury may occur when participating in basketball. I hereby waive, release, and discharge Bay Valley Basketball Academy (hereinafter referred to as BVBA), their coaches and staff (including sponsors, administrators, and volunteers) from any and all claims including negligence resulting in any injury, death, property damage or loss to the player incurred while participating in any BVBA Basketball games, practices, training sessions, camps, clinics or activities.

This extends to injury, damage, or loss arising from the transportation to or from any BVBA Basketball and/or Non-Basketball organizational activities.

I, without hesitation, confirm that my child is in good health, and in proper physical condition to participate and has no known medical conditions which prohibit participation in this sport and/or activity in conjunction with BVBA.

I hereby give BVBA the right to publish and/or copyright photographic, video, or digital images of myself and my child for the purposes of instruction, advertising, program website, promotion, fundraising, and any other lawful purpose.

I understand that at the discretion of coaches and administrative BVBA members, my child may be dismissed from the program for inappropriate behavior incurred by the child or parent/legal guardian. Inappropriate behavior includes cursing, disrespectful attitude, and other actions not in concurrence with BVBA's mission and values. The dismissal is without refund of fees and any other dues.

I understand BVBA activities may be conducted at facilities not owned by BVBA. I agree to observe and obey all posted rules and warnings. I agree to indemnify BVBA against all claims, damages, judgments, costs, or expenses, including attorney fees and other litigation cost, which may arise from my child and family's misuse of these facilities.

***I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND PARTICIPATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN BVBA AND MYSELF AND AFFECTS MY LEGAL RIGHTS. I SIGN IT OF MY OWN FREE WILL.***

(Must have at least one parent/guardian signature to be valid)

**SIGNATURE MOTHER/LEGAL GUARDIAN (CIRCLE ONE)** \_\_\_\_\_

**NAME (PRINTED)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNATURE FATHER/LEGAL GUARDIAN (CIRCLE ONE)** \_\_\_\_\_

**NAME (PRINTED)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PLAYER'S NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

*Print Here*

*Sign Here*



## **SECTION 2:**

In consideration of being allowed to participate in any way with Bay Valley Basketball Academy, its related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

*Print Athlete's Name*

**1.** The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

**2.** I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

**3.** I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of BVBA coaches, staff, and/or administrators immediately; and,

**4.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS BAY VALLEY BASKETBALL ACADEMY their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessor's of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

***I HAVE READ THIS RELEASE OF LIABILITY AND PARTICIPATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.***

**PLAYER'S NAME** \_\_\_\_\_ **AGE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
*Print Here* *Sign Here*

### **PARTICIPANT'S SIGNATURE FOR PARENTS/GUARDIANS OF MINORITY AGE PARTICIPANTS (UNDER 18)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasee's, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee's from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

(Must have at least one parent/guardian signature to be valid)

**SIGNATURE MOTHER/LEGAL GUARDIAN (CIRCLE ONE)** \_\_\_\_\_

**NAME (PRINTED)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNATURE FATHER/LEGAL GUARDIAN (CIRCLE ONE)** \_\_\_\_\_

**NAME (PRINTED)** \_\_\_\_\_ **DATE** \_\_\_\_\_