

## 2022 GBA Sports Waiver and Permission Form

### Participant Information

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Gender: \_\_\_\_\_ Emergency Ph. Number: \_\_\_\_\_ Team Name: \_\_\_\_\_

### Event Information

Name of Event: GBA Fall Basketball League Event Date: 9/4 - 10/9, 2023

Event Host: Girls Basketball Association Inc. (GBA)

Activities: Basketball

### ***TERMS AND CONDITIONS OF PARTICIPATION READ CAREFULLY BEFORE SIGNING***

In consideration of your minor child or ward being permitted to participate in the Event and activities referenced above wherever the event and/or activities may occur, you hereby attest that, after reading this Waiver and Permission Form completely and carefully, you acknowledge that participation in the Event/Activity by your child is entirely voluntary, and that you understand and agree as follows:

**RELEASED PARTIES:** The term "Released Parties" shall mean the Girls Basketball Association, Inc., its owners, officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns and volunteers.

**RELEASE OF LIABILITY:** I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to her participation in the event and/or activities specified above or other activities conducted in conjunction therewith, whether such risks are open and obvious or otherwise. Further on behalf of myself, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from any and all claims arising in any manner out of or in any way connected with my child's or ward's participation in the event.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold the Released Parties harmless from and against any and all claims arising out of or in any way connected with my child's or ward's participation in the event, wherever the event may occur, including but not limited to all attorney fees and disbursements through and including any appeal. I understand and agree that this indemnity includes claims based on the negligence, action or inaction of any other released parties and covers bodily injury, property damage and loss by theft or otherwise suffered by me or my child or ward either before, during, or after participation in the event. I agree that I am not relying on the Released Parties to have arranged for, or carry any insurance of any kind for my benefit or that of my child or ward relative to my child's

or ward's participation in the event. I agree that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property or other insurance related to my child's or ward's participation in the event at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my child or ward is physically fit for participation in the event and has the skill level required in connection with the event and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the event I or my child or ward will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the event, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I, or my child or ward if I am not in attendance at the Event, will immediately advise the Event manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Event, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward participate, in the Event until all unsafe conditions observed by me, or my child or ward, have been remedied.

COVID-19: I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. I hereby acknowledge this Waiver and Permission form shall include any and all claims, demands, suits, judgements, losses or expenses of any nature whatsoever relating to, directly or indirectly, the infection of COVID-19.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, event, results, voice, and appearance, in all media, whether now known or hereafter devised (including, without limitation, in computer or other device applications, online webcasts, on television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video throughout the universe and without perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of Ohio.

***NOTICE TO THE MINOR CHILD'S PARENT/NATURAL GUARDIAN(S)***

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD OR WARD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF EACH OF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD OR WARD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S OR WARD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR WARD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD OR WARD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**THE NOTICE IN THE PRECEDING PARAGRAPH IS ALSO GIVEN AND APPLICABLE IF YOU ARE THE LEGAL GUARDIAN OF A MINOR WARD, IN WHICH CASE BY SIGNING THIS FORM YOU ARE AGREEING TO LET YOUR MINOR WARD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES AND GIVING UP YOUR MINOR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES, ALL AS MORE FULLY EXPLAINED IN THE PRECEDING PARAGRAPH; IT BEING UNDERSTOOD AND AGREED THAT, AS USED IN THE PRECEDING PARAGRAPH, THE TERM "CHILD" INCLUDES YOUR MINOR WARD FOR ALL PURPOSES THEREOF.**

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver and Permission Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to the all of the foregoing on behalf of myself and my minor child

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Date

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Signature of Parent or Court Appointed Guardian

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Printed Name of Parent or Court Appointed Guardian

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Date

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Signature of Parent or Court Appointed Guardian

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Printed Name of Parent or Court Appointed Guardian