

**Sartell Area Youth Basketball Association
ASSUMPTION, RELEASE AND WAIVER OF LIABILITY**

I hereby certify that I am the adult parent or guardian of _____(registered minor)_____, a minor child under the age of 18 years, and I consent to his/her participation in youth basketball activities, including but not limited to practicing, training, and participating in games and tournaments (the "**Activity**"), as coordinated, facilitated, promoted by, or otherwise related to, Sartell Area Youth Basketball Association, (also known as SAYBA) (the "**Organizer**"). In consideration for, and as a condition of, being provided the opportunity by the Organizer to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I FULLY UNDERSTAND AND ACKNOWLEDGE THAT THIS ACTIVITY INVOLVES RISKS OF PROPERTY DAMAGE AND SERIOUS PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, OR ILLNESS INCLUDING TEMPORARY OR PERMANENT DISABILITY, PARALYSIS OR DEATH, AND ECONOMIC OR EMOTIONAL LOSS which may be caused by the actions or inactions of my minor participant or the Organizer, those of others participating in the Activity, and the conditions or environmental factors in which the Activity takes place, specifically including but not limited to an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof and that there may be other risks either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, INJURIES, COSTS, AND DAMAGES I MAY INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. I agree to comply with all rules, policies, and procedures imposed by the Organizer regarding participation in the Activity or any related interaction by myself, my guests, invitees, family members, etc. I recognize my responsibility to ensure that said minor child participates in the Activity only to the extent he/she has the is fully able to comply with such rules and procedures and has the appropriate physical conditioning.

I know of no medical reason why said minor child should not participate in the Activity. In the event of an emergency, I authorize the Organizer to secure any treatment deemed necessary for said minor child's immediate care at my sole cost and expense. I agree that the Organizer shall have no obligation or responsibility to secure any treatment at any time.

To the fullest extent allowable by law, I expressly, fully and forever release, waive and discharge the Organizer, their insurers, Sartell Area Youth Basketball Association, their successors and assigns (the "**Releasees**") from any and all liability, claims, demands, damages, rights of action, and causes of action of any kind or nature, present or future, whether the same be known or unknown, anticipated or unanticipated, incurred directly or indirectly, resulting from, arising out of or related to any loss, damage or injury, including death, that I, said minor child, or any of my property may sustain resulting from, arising out of or related to participation in the Activity, regardless of whether such loss, injuries, or damages result, in whole or part, from the negligence, acts or omissions of the Organizer or any related

or involved parties, and regardless of whether such liability arises in tort, contract, strict liability or otherwise, including attorney fees, court costs, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers. I covenant and agree not to make or bring any such claim against the Organizer or any Releasees, and forever release and discharge the Organizer and all Releasees from liability under such claims.

It is my express intent that this Agreement bind my family members, spouse, invitees, guests, heirs, assigns, personal representatives and anyone else entitled to act on my behalf or on behalf of said minor child, and is deemed as a release, waiver, discharge and covenant not to sue and to indemnify the Organizer and any Releasees.

This Agreement constitutes the sole and entire agreement of the Organizer and me with respect to the subject matter hereof, and supersedes all prior and concurrent written and oral understandings, agreements, representations, and warranties with respect to such subject matter. This Agreement may not be modified except by written agreement signed by the Organizer. If any term or provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Minnesota law shall govern this Agreement and any claim or cause of action arising under this Agreement may be brought only in the federal or state courts located in Minnesota.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZER. I CERTIFY THAT I AM NOT A MINOR, HAVE SIGNED UNDER MY OWN FREE WILL, AND AM SUFFERING UNDER NO LEGAL DISABILITIES OR OTHER RESTRICTIONS ON EXECUTION. (E-signature at time of registration serves as signature below)

Date _____ Printed Name _____

Signature _____