NJB Disclaimer for 2021-2022

NJB REFUND POLICY:

NJB has a NO REFUND POLICY unless it is an overpayment, duplicate payment, or program cancelled by NJB. A child or team that did not participate will not automatically qualify for a refund. Refunds cover the registration player fee.

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

IN CONSIDERATION OF my child/ward being allowed to participate in any way in the National Junior Basketball League, Inc. (NJB) related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child/ward from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

- 1. FOR MYSELF, SPOUSE, AND CHILD/WARD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my child's participation; and,
- 2. I warrant that my child/ward is in good health, has no condition or defect which would interfere with his/her participation; and,
- 3. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
- 4. I myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS National Junior Basketball League, Inc.; NJB local chapters; their directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I, for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
- 6. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

 I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IMAGE RELEASE

I grant to NJB, its representatives and employees the right to take photographs of me and my property in connection with the above identified subject. I authorize NJB, its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree that NJB may use such photographs of me without my name for any lawful purpose, including such purposes as publicity, illustration, advertising and Web content.

BRAIN INJURY / CONCUSSION RISK MANAGEMENT PLAN

If your child/ward sustains a blow to his/her head or any other injury during the season, whether during an NJB event or outside of NJB, you must report it to the coach. If your child seeks medical attention for any injury, including a concussion, you must get a medical clearance form from an MD or DO stating that your child/ward has been cleared for full activity and you must present this to your child's/ward's coach prior to return to participation.

Here is a link to our Brain Injury / Concussion risk management plan which includes our policies and educational training for our administrators and staff but parents should be familiar with it as well: **Brain Injury/Concussion Risk Management Program**

CHILD ABUSE / MOLESTATION RISK MANAGEMENT PLAN

Below are the links to our Child Abuse Minor Training plan which NJB is required to provide by the federal Safe Sport Act. I will review and explain this information to my minor child as I deem appropriate.

Abuse Avoidance Training For Minors Ages 4-12
Abuse Avoidance Training For Minors Ages 13-17

By registering and selecting the I agree button below, you have agreed to the following:

- 1. I have read, understand, and agree with the refund policy as stated above.
- 2. I have read, understand, and agree with the waiver/release agreement above which applies to injuries and communicable diseases such as COVID-19. I have also explained this waiver/release to my child ward including the risks of participation and he/she understands this risk and his/her respective responsibilities for adhering to the rules and regulations and accepts them as a participant.
- 3. I have read, understand, and agree with the image release agreement.
- 4. I have read, understand, and agree to adhere to the NJB Brain Injury / Concussion Risk Management Plan and my requirements for notification, to seek medical treatment, and to obtain written medical clearance before my child/ward can return to activity.
- 5. I have read, understand, and agree to adhere to the NJB Child Abuse Risk Management Plan including the minor training recommendation.

Signature:	Date:
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