

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, & CONTRACT FOR PAYMENT

### **READ COMPLETELY BEFORE SIGNING**

I am paying \$ \_\_\_\_\_ for my child/ward, (name of child participating) \_\_\_\_\_ (hereinafter "my child" or "the child") to participate in events and activities of the South Plymouth Youth Basketball (hereinafter the "Club") including practice/s, game/s, and team activities, I acknowledge, appreciate, and agree that:

1. I am the legal guardian of the child I am signing for herein with full and total authority to sign this document. I sign this document on behalf of myself, my spouse (if any), my child, and any other legal guardian/s (if any) of the child named herein.
2. **I understand the risk of injury and/or sickness (including but not limited to the contraction of COVID-19 and/or other viruses and/or illnesses) to my child from activities and events of the Club is significant, including the potential for permanent disability, sickness/illness, and/or death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.**
  - a. **Despite understanding this risk, I am still choosing to have my child participate in Club activities/events.**
  - b. **I agree that I, my spouse (if any), child, any other legal guardian/s (if any), relatives, friends, etc., of the child named herein will RESPECT AND ADHERE TO ALL SOCIAL DISTANCING and SAFETY rules, requirements, regulations, requests, and/or protocols, written or unwritten, of the Club and/or its representatives including but not limited to wearing a mask/face coverings, limiting spectator opportunities/participation, limiting participate activities, requiring physical distance between participants, cleaning equipment, etc.**
  - c. **I understand that not adhering to social distancing, safety rules, and/or safety requests of the Club and/or one of its representative could result in IMMEDIATE suspension, termination and/or eviction, permanent and/or temporary, of my child and/or anyone with my child, including me, from any Club activities and in the event of such termination and/or eviction all amounts paid to the Club for participation would be immediate property of the Club and non-fundable.**
3. **My child is in good health, has no infectious disease/s that can be transferred to another child or coach, has not been exposed to anyone with an infectious disease or virus, and will be able to participate in strenuous physical activity without issue.**
4. **I agree to NOT have my child participate in Club activities if he/she feels sick, has a fever, has symptoms of sickness, tests positive for COVID-19 and/or any other infectious disease or virus, and/or is exposed to anyone who test/s/ed positive for COVID-19 and/or any other infectious disease or virus.**
5. **I take ALL RESPONSIBILITY for any exposure of my child to disease or sickness (including but not limited to COVID-19) as a result of his/her participation in Club activities.**
6. **If my child does not participate in Club activities due to sickness and/or disease any money paid and/or due to the Club is non-refundable and still due.**
7. **I also take ALL responsibility if my child, me, or anyone with my child or me brings ANY infectious disease or illness into the Club, to Club members, Club participants, and/or Club coaches/leaders. I understand this risk could be great and that at least one coach at the Club is a cancer survivor and therefore has a compromised immune system. Accordingly, I agree that I, my child, and all others we bring to Club events will be free from exposure to COVID-19 and/or any other infectious disease, illness, and/or virus and will take all precautions to avoid the spread of disease and/or illness.**
8. I have been honest about my child's age and placed my child in a group consistent with his/her birthday. 9. I understand that playing time, minutes in each game, position, time with/ attention of coaches, individual instruction, etc., are not guaranteed and may change from game to game and/or practice to practice. 10. **I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES named herein or others, AND/OR other participants in Club activities, and assume full responsibility for my child's participation in the Club.**
11. I willingly agree to comply with the Club's stated, written, **and** unwritten, and customary terms and conditions for participation including but not limited to behavioral standards and hygiene requirements. **If I observe any concern in my child's readiness for participation (including but not limited to symptoms of sickness) and/or in the Club facilities, coach/es/leader/s, spectator/s, participant/s, equipment, etc., I will remove my child from participation and bring such to the attention of the nearest Club representative immediately. I UNDERSTAND THIS IS MY RESPONSIBILITY.**

12. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Club, and all of the Club's directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, owners, coaches, lessors of premises used to conduct the events/games/practices including but not limited to coach Alexander J. Reizakis, his spouse, and all of his relatives, (hereinafter collectively all of these will be referred to as "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, SICKNESS, DISEASE, and/or loss or damage to person or property incident to my and/or my child's involvement or participation in the Club, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
13. I, for myself, my spouse, my child, 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 and/or my child's involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
14. I have agreed to (*check **one** below*)

\_\_\_\_\_ Pay all amounts due herein by the date I am signing below if I have not already paid them, enclosed is a check, cash, or money order;  
OR

\_\_\_\_\_ Pay all amounts due herein via credit card and I agree to an additional charge of \_\_\_\_\_ to cover all credit card fees and processing expenses;  
OR

\_\_\_\_\_ Make three installment payments of \_\_\_\_\_ each with the first payment being made today, the next a week from today, and the last a week after that. **I understand that as part of my agreement to make installment payments there is a built-in finance charge of \$50.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AGREE TO MAKE THE PAYMENT/S DESCRIBED HEREIN, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**PARENT/GUARDIAN:**

Date: \_\_\_\_\_

Name of Parent (printed clearly): \_\_\_\_\_ Signature of Parent: \_\_\_\_\_

**PARTICIPANT:**

I have read this document and/or had it read to me. I understand the seriousness of the risks involved in participating in this program and my personal responsibility for adhering to rules, regulations, and safe conduct and accept these as a participant.

Date: \_\_\_\_\_

Participant Name (Printed clearly): \_\_\_\_\_ Participant Signature: \_\_\_\_\_