LIABILTY WAIVER for *MITTEN 3 ON 3* ROCHESTER 3 ON 3 BASKETBALL LEAGUE **Date _____**

Release of Liability and Hold Harmless Agreement

READ BEFORE SIGNING. SIGNING THIS DOCUMENT AFFIRMS THAT YOU HAVE READ IT AND UNDERSTAND IT IN ITS ENTIRETY.

This Release of Liability and Hold Harmless Agreement ("Agreement"), is made between **Mitten 3 on 3 Basketball and Midwest 3 on 3, DBA as 3 on 3 Hoops Hub** and its owners, officers, directors, agents, employees, volunteers, facility and its employees and any other person or entity acting on its behalf (referred to collectively as the "Club") and the person(s) executing this document (referred to as "I" or "Participant").

In consideration for being permitted to participate in activities offered by the Club, which may include, but are not limited to playing and watching basketball (the "Activities"), I voluntarily agree to the terms of this Agreement and agree to assume the risks associated with participating in the Activities. I understand that there are certain inherent risks related to participation in the Activities, including but not limited to property damage, bodily injury, and death and that there will always be risks regardless of all precautions. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS OF PARTICIPATING IN THE ACTIVITIES; I APPRECIATE THAT THESE RISKS MAY INCLUDE SERIOUS PROPERTY DAMAGE, BODILY INJURY, AND DEATH; I VOLUNTARILY CHOOSE TO ENCOUNTER THESE RISKS ANYWAY; AND I ASSUME ALL RESPONSIBILITY FOR ANY DAMAGE, INJURY, OR DEATH THAT MAY RESULT.

I agree that prior to participating in the Activities I will inspect the facilities and equipment. If I believe anything to be unsafe, I will immediately advise the Club. I agree to comply with all rules, requests, and instructions communicated or made available to me by the Club. I certify that I am in proper physical condition to participate in the Activities and that I have no physical limitations, conditions, or symptoms that would preclude me from safely participating in the Activities. I understand that if my physical condition changes after execution of this Agreement such that I am not capable of safely participating in the Activities, I must immediately notify the Club and cease participation in the Activities. I acknowledge that I have been advised to consult a physician before undertaking the Activities. In the case of emergency, accident, or illness, I authorize the Club to administer first aid and/or solicit emergency medical services which it deems reasonably necessary, including but not limited to emergency transportation to a medical facility, and accept responsibility for all medical expenses incurred.

I understand that trainers are not provided on site.

I understand that league representatives may take pictures for promotional purposes but will not attach names to the pictures.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIAPTE IN THE ACTIVITIES, I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE CLUB FROM ANY AND ALL LIABILITY OF WHATEVER KIND ARISING FROM BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHICH RELATES IN ANY WAY TO MY PARTICIPATION, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING IN CONNECTION WITH MY OWN NEGLIGENCE, THE CLUB'S NEGLIGENCE, OR THE NEGLIGENCE OF ANOTHER PARTICIPANT. I FURTHER AGREE TO INDEMNIFY THE CLUB AND HOLD IT HARMLESS FROM ALL JUDGMENTS, CLAIMS, DEMANDS, ATTORNEY FEES, MEDICAL EXPENSES AND COSTS ARISING FROM ANY SUCH ACTION.

I/we accept all responsibility of actions, events and behavior of my/our son/daughter during the course of the league.

I give this release on my own behalf and on behalf of my spouse, legal representatives, administrators, executors, heirs, and assigns. If I am executing this release on behalf of my minor child, I also intend this release to be on behalf of my child's and his or her legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until I revoke it in a writing provided to the Club.

I acknowledge that I have read, understood, and agree to the terms of this Agreement.

Team Number : _____ **Team Name : _____** **Division _____**

PLAYER NAME	PARENT SIGNATURE/DATE	EMERGENCY NUMBERS (list several)	EMAIL ADDRESSES - **print clearly**! (to receive important league information)	HOSPITAL PREFERENCE