

# OAHO Sports / Youth Basketball

## Assumption of Liability Waiver & Release

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

Parent/Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Player's Name: \_\_\_\_\_ Grade: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I, (Player's name: \_\_\_\_\_), desire to participate in any of the programs, activities and events that OAHO Sports (hereinafter "OAHO") offers. This Assumption of Liability Waiver & Release waiver (hereinafter "Agreement") covers the entirety of my participation in OAHO, including travel to any locations off of the OAHO property in order to participate in activities associated with OAHO.

**Risk Factors** - I understand and acknowledge that the use of equipment and facilities provided by OAHO involves risks including, but not limited to the following: **risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death.** These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including OAHO and its agents or from the unavailability of emergency medical care.

**Assumption of Risk** - I am participating in the programs, activities and events at OAHO at my own free will. I understand that my decision to participate at OAHO is entirely voluntary and is not a requirement. I assume full responsibility for all risks that may arise out of or result from my participation at OAHO, including but not limited to those risks described within this waiver.

**Acknowledgement of Policies and Procedures** - I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation at OAHO. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of OAHO. I understand that OAHO reserves the right to revoke or terminate my participation at OAHO for any violations of these rules, regulations, or policies.

**Release, Indemnify, and Defend** - I hereby release, waive, discharge, and hold harmless OAHO, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation at OAHO. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation at OAHO.

**Prerequisite Skills** - I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate at OAHO. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate at OAHO, then I shall direct such questions to the appropriate individuals.

**Waiver** - I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

**Payment for Damages** - I agree to pay for any and all damages to any property or Release Party caused by my negligence, whether willful or otherwise.

**Representatives** - I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

**Consent for Emergency Treatment** - I consent to medical treatment for emergencies that occur during or are related to my participation at OAHO where I am unable to consent to such treatment. I understand the provisions of this Agreement apply to any treatment that might be provided to me under this agreement.

**Consent for Media Release** - I hereby grant permission to OAHO and affiliates, the right to use my voice and/or likeness, my image and/or likeness and video taken by OAHO for use in radio, television, video tape, newspaper, magazines, programs, print advertisements, web/Internet and all other media outlets throughout the world in perpetuity. I understand that I have no ownership or other rights, including, but not limited to, any rights of inspection or approval, in or to the media content. I agree to release and hold harmless OAHO and affiliates from any claim of any kind or nature whatsoever, including, but not limited to, those based upon the invasion of privacy or publicity, defamation, or copyright, arising from the media content, and agrees to not bring any such claim, now or in the future, against OAHO and affiliates.

**Insurance** - I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation at OAHO. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation at OAHO.

**Jurisdiction and Binding Arbitration** - This Agreement shall be governed in all respects by the laws of the State of California. The parties agree to use the State of California for Jurisdiction and the County of Orange as Venue for any disputes between the parties related to this Agreement. All disputes relating to or arising out of this agreement shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for unlawful detainer actions

and pre-judgment remedies. Either party requesting arbitration under this Agreement shall make a demand on the other party by mail with a copy to the AAA. The arbitration shall take place at a location selected by the AAA in Orange County as noticed by the AAA, whether or not one of the parties fails or refuses to participate. There shall be one arbitrator only. The arbitrator shall not be empowered to order a pre-decision/judgment provisional remedies. Judgment upon the arbitrator's award shall be binding, and the award and enforcement remedies may be entered in any court having jurisdiction. The arbitrator shall submit a written decision, including findings of facts. The AAA shall select the arbitrator pursuant to its rules, provided that the arbitrator shall be either a retired judge or a licensed California real estate attorney with not less than five (5) years of experience. Prior to the arbitration, parties shall each advance one half of the arbitration fees of the AAA. If either party fails to advance the arbitration fees, then the paying party shall advance the entire fee, but the non-paying party's claim, answer and cross-claims (as the case may be) shall be stricken and the non-paying party shall not be entitled to submit any evidence on its behalf or deny any claims or contentions of the other party. Regarding discovery, California Code of Civil Procedure Section 1283.05 is incorporated herein by this reference. This arbitration provision shall be construed broadly so as to mandate arbitration of the widest range of claims, excepting only those excluded above. Any dispute regarding whether a matter is subject to arbitration shall be arbitrated. Should the AAA decline to accept an arbitration pursuant to this Section, such provisions of this Section as may be unacceptable to the AAA shall be stricken, with the remainder continuing in full force and effect. If any litigation or arbitration arises under this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys'. With respect to any action not arbitrated, parties hereby waive their respective right to trial by jury. The parties expressly agree to binding arbitration.

**Severability** - If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

**I have read and fully understand this Agreement and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.**

Player/Participant Signature (if age 18 or older):

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**Consent and Release on Behalf of Minor by Parent/Legal Guardian**

I am the parent or legal guardian of the above named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the activity of the minor.

Parent/Guardian Signature (if player/participant is age 17 or younger):

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