

## **Medical Waiver & Consent:**

**Assumption of Risks, Release of Liability,**

**Waiver of Claims and Indemnity Agreement – Kid Ballers Basketball Program**

**PLEASE TAKE YOUR TIME AND READ CAREFULLY**

**BY SIGNING THIS DOCUMENT, YOU WILL GIVE UP LEGAL RIGHTS,**

**INCLUDING THE RIGHT TO SUE!**

**TO: Kid Ballers (hereinafter “Kids Basketball Program”)\***

**IN EXCHANGE FOR** Kid Ballers allowing my child to participate in basketball activities, I agree as follows:

1. I understand and accept the risks associated with Kid Ballers basketball activities, including the possibility of physical or emotional injury. I understand that this agreement applies not only to use of the gymnasium, but also all other equipment, and all activities and games at the facility. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Specific risks and other activities include: **cuts and bruises, muscle and joint sprains and strains, broken bones, participants falling or landing on each other or any surface.** Kid Ballers employees seek to create a safe environment, but they are not perfect and might be unaware of a participant’s health or abilities.

**I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS ASSOCIATED WITH KID BALLERS BASKETBALL ACTIVITIES AND I CHOOSE TO PARTICIPATE DESPITE THE RISKS.**

2. If I am signing this Agreement on behalf of my child, I confirm that I have assessed the risks associated with Kid Ballers basketball activities, in light of the specific abilities and circumstances of my child, and I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE in Kid Ballers basketball program despite the risks. I therefore agree that if my child is injured during Kid Ballers basketball program, I will accept all responsibility and liability for such injuries.

3. I confirm that I have read or heard or seen the rules governing my or my child’s participation in Kid Ballers Basketball program and other activities. I understand that Kid Ballers rules have been implemented for the safety of all participants, and I have explained the rules to my child. I understand that my or my child’s failure to follow Kid Ballers rules could result in damage, expense, injury, or death. I acknowledge that my or my child’s failure to follow the rules could result in expulsion from Kid Ballers.

4. I agree to **GIVE UP MY RIGHT TO SUE KID BALLERS OR ANY OF ITS EMPLOYEES** for any damage, expense, physical or emotional injury, paralysis, or death that I or my family or estate may suffer as a result of my child’s participation in Kid Ballers basketball program and other activities, **DUE TO ANY CAUSE WHATSOEVER**, including Kid Ballers negligence, the failure to warn or protect me or my child from risks, breach of contract, breach of any other duty of care, or breach of the Occupiers’ Liability Act, R.S.O. 1990, c. O.2. I agree to waive any and all claims that I have or may have in the future against Kid Ballers, and to **KID BALLERS FROM ANY AND ALL LIABILITY** for any damage, expense, injury, or death.

5. I also agree to hold harmless and indemnify Kid Ballers from any and all liability for any damage, expense, injury or death caused to any third party as a result of my or my child's participation in Kid Ballers basketball program.

6. I agree that if any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.

7. If I am signing this Agreement on behalf of a child, I confirm that I am the child's parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child.

8. I confirm that have read or have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and AGREE TO BE BOUND by the terms of this Agreement.

9. This signed waiver is good for any of our programs started within the year the waiver was signed

\*In this Agreement, "Kid Ballers" all related companies, affiliates, employees, agents, directors and/or officers.

**Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older)**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older)**

**Birth Date:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Minor Participant(s) name:**

**Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older)**

**Signature:** \_\_\_\_\_

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