

jr. nba YOUTH BASKETBALL

MEDIA WAIVER & RELEASE OF LIABILITY

In consideration of the participation of _____ (PARTICIPANT FULL NAME) (the "Participant") in the activities and events relating to Jr. NBA Youth Basketball in partnership with _____ (HOST ORGANIZATION), the undersigned (the "Releasor") agrees as follows:

A. MEDIA WAIVER

I grant permission to the Host Organization, NBA Canada and Canada Basketball, their officers, officials, agents, and employees, other participants, sponsoring agencies, advertisers, and if applicable, owners and lessors of premises used to conduct the activities or events (the "Releasees") to collect the name, voice, statements, photograph, image, likeness, and actions of the Participant, in whole or in part, for promotional, commercial, or other use, in perpetuity worldwide on standard and non-standard TV, video, print, electronic, and online media (including the internet) and in any other means of distribution, publication or exhibition, whether known or hereinafter created without additional consideration in connection with the Releasees and the marketing, advertising, and promotion thereof.

B. ASSUMPTION OF RISK

I am aware that the Participant's involvement in the activities and events involve many risks, dangers and hazards including but not limited to: accidents on or near the court, accidents at the facility, transportation to and from the facility, the negligence of the other players or other parties participating, negligence on the part of the Releasees including the failure to safeguard and protect from the risks, dangers and hazards. I freely accept and fully assume all risks, dangers and hazards associated with the Participant's involvement in the activities and the possibility of personal injury, death, property damage or loss resulting therefrom. I will be responsible for all medical costs and expenses following, directly or indirectly, from participation in the activities. I understand that if I know or suspect that my physical condition may be incompatible with the activities that I should seek medical advice before undertaking said activities.

C. RELEASE OF LIABILITY

In consideration the Participant's involvement in the activities and permitting the use of the equipment and facilities of the Host Organization, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

TO WAIVE ANY AND ALL CLAIMS that the Participant has or may have in the future against the Releasees and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that the Participant may suffer or that my next of kin may suffer as a result of my participation in the activities, due to any cause whatsoever, including negligence, breach of contract, breach of any statutory or other duty of care including under the Occupiers Liability Act on the part of the Releasees and further, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I agree to hold harmless and to indemnify the Releasees from any and all liability for property damage or personal injury to any third party resulting from my participation in the activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. I agree that this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties to this agreement shall be brought in Ontario. In entering into this agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of the Basketball Activities other than as set forth in this agreement.

I, the undersigned, as the parent or legal guardian of the Participant, acknowledge and agree to this agreement, fully understand its terms and the rights I have given up by signing it, and sign it freely and voluntarily without any inducement.

Participant Name: _____
Parent/Guardian Name: _____
Emergency Contact: _____
Signature: _____ Date: _____

