



**COMMUNICABLE DISEASE ACKNOWLEDGEMENT, CONSENT TO ASSUMPTION
OF RISK, WAIVER AND RELEASE AGREEMENT FOR CARY BASKETBALL
ASSOCIATION**

10.16.20

In consideration of being allowed to participate in any events or programs offered by Cary Basketball Association (the 'Program') including, but not limited to, events and activities, observation or use of facilities or equipment, participation in or acting as a spectator during any program (collectively 'Participation'), the undersigned acknowledges, appreciates, consents and agrees that, on behalf of him or herself and any of his or her minor children:

1. I am aware and acknowledge that any Participation in the Program by myself or that of my minor children could result in the risk of exposure, either directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable diseases, including, but not limited to, MRSA, influenza and the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof; and

2. I am aware and acknowledge that my Participation or that of my minor children includes an unavoidable risk of contact with individuals who may have been or have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to MRSA, influenza, and COVID-19; and that while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist and cannot be totally eliminated; and

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my Participation and the Participation of any of my minor children; and,

4. I willingly agree, on behalf of myself and any of my minor children, to comply with the stated, reasonable, and/or customary terms and conditions related to my Participation—and that of my minor children—as regards protection against infectious diseases; and if I observe any unusual or significant hazard during my presence or participation, I will remove myself and my minor children, as appropriate, from Participation and bring such hazard to the attention of the nearest official of the Program immediately. I further agree to immediately notify the Program if, during Participation in the Program, I or my minor children become exposed to someone who has been diagnosed with a communicable disease or I, my minor children or anyone in my immediate family is diagnosed with a communicable disease; and

5. I, for myself and on behalf of my heirs, assigns, personal representatives, children and next of kin ("RELEASORS"), HEREBY RELEASE AND HOLD HARMLESS the Cary Basketball Association, its directors, officers, coaches, officials, agents, volunteers, consultants, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I further agree to indemnify and defend the RELEASEES from any and all claims resulting from, or that may result from, or arising out of, connected with, or in any way associated with Participation in the activities of this Program.

I HAVE READ THIS ACKNOWLEDGEMENT, CONSENT TO ASSUMPTION OF RISK, RELEASE OF LIABILITY AND ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name Age

Participant's Signature Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION):

This is to certify that I, as parent/guardian with legal responsibility for the below-named minor child participant, do hereby consent and agree to his/her release as provided above of all the RELEASEES, and for myself and for the other RELEASORS, I do hereby release and agree to indemnify and hold harmless the RELEASEES from any and all liability incident to my minor child's involvement or Participation in the Program as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Name Minor Child Participant's Name

Parent/Guardian's Signature Date