

**Waiver, Release and Hold-Harmless Agreement**

The undersigned player (¶ *Player*) and the undersigned parent or legal guardian of Player (¶ *Guardian*) hereby acknowledge and agree that by Player signing up for and participating in **Hastings Basketball Boosters Open Gyms and other events (collectively, the ¶ *Events*)**, each of Player and Guardian will be waiving and releasing all claims for injuries or illness (including, without limitation COVID-19) that Player may sustain, arising out of any Event.

Guardian hereby represents that he/she is the parent or legal guardian of Player.

Each of Player and Guardian hereby agree as follows:

Each of Player and Guardian hereby recognize and acknowledge that there are certain risks of physical injury or illness (including, without limitation COVID-19) to Player in connection with participating in one or more Events. Each of Player and Guardian assumes the full risk of any injuries, illness (including, without limitation COVID-19), damages or loss, which the Player may sustain to himself or herself or his or her property, as a result of, participating in any manner, in any and all activities connected with or associated with any Event. Each of Player and Guardian further recognize and acknowledge that all athletic activities, including all Events, involving strenuous exertion or potential body contact are hazardous recreational activities and involve substantial risk of injury or illness (including, without limitation COVID-19).

In consideration of Player being permitted to participate in Event, each of Player and Guardian hereby waive and relinquish any and all claims of whatever nature that either Player or Guardian may have against Hastings Basketball Booster Club, or any of their owners, partners, sponsors, directors, members, managers, employees, coaches, players, volunteers or independent contractors (collectively, the ¶ *Released Parties*), as a result of participating in any Event, even if such claims arise out of negligence of the Released Parties.

Each of Player and Guardian does hereby fully release and discharge the Released Parties from any and all claims for injuries, illness (including, without limitation COVID-19), damage or loss which Player or Guardian, or any of their respective spouse, heirs, executors, administrators or assigns may have or which may accrue to any of the foregoing as a result of participating in any Event.

Each of Player and Guardian further agree to indemnify, hold harmless and defend the Released Parties from any and all claims resulting from the injuries, illness (including, without limitation COVID-19), damages and losses sustained by Player. Each of Player and Guardian further understand and agree that the terms of this agreement extend to the provision of or failure to provide proper instructions, supervision, use of or adjustment of any and all equipment, personal protective equipment or apparatus, and anything related to the use of the facilities utilized in any Event. This waiver also covers injury or illness (including, without limitation COVID-19) while spectating, entering or exiting the facilities or traveling to or from any Event. Each of Player and Guardian understand the nature of the Events for which Player is registering and have fully read this agreement, understand the terms hereof and have agreed to it voluntarily.

**Player Name:** \_\_\_\_\_

**Player Grade Age:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_

**Parent Phone #:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Emergency Phone #:** \_\_\_\_\_

**PLAYER PARENT OR LEGAL GUARDIAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date