

2013-2014 HHK/SR TRAVEL BASKETBALL WAIVER (Grades 2-8)

Eligibility: Residents of Ho Ho Kus and Saddle River only

Child's Name: _____ Grade: _____ Boy / Girl (circle)

Address: _____

Parent's Names: _____

Home Phone: _____ Email: _____

Travel Basketball is a highly competitive program. Playing time is not assured to any player and is at the complete discretion of the coaching staff. There is much greater emphasis on winning games. However, every effort will be made to reward players who work hard in practice and demonstrate enthusiasm and commitment to the team.

Players must be registered in the HHK/SR Athletic Association Basketball Recreation League to participate in the travel program. An exception will be made for players on the school teams.

Parents must assume full responsibility for injury to their child:

I, the parent or guardian of the above named participant, accept the offer of the Ho Ho Kus/Saddle River Athletic Association to provide supervised basketball practice and games for boys and girls. I assume full responsibility for all risks and hazard incidental to such activities. I hereby release the Ho Ho Kus/Saddle River Athletic Association, the organizers, the sponsors, the supervisors and any person transporting my son or daughter to or from any such activities or related activities, from any claim or liability in case of injury to my son or daughter.

I hereby certify that my son or daughter has no medical condition which would prevent or make hazardous or unsafe his or her full participation in the basketball program of the Ho Ho Kus/Saddle River Athletic Association. I further certify that I will promptly give the Ho Ho Kus/Saddle River Athletic Association written notice of any such physical or mental condition which may hereafter affect my son or daughter.

I hereby certify that I have read the reverse side of this form and accept the terms contained therein.

Date Signed: _____

Signature: _____

Print: _____

Ho Ho Kus/Saddle River Athletic Association Recreation Basketball

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

In consideration of being permitted to participate in any way in any Ho Ho Kus/Saddle River Athletic Association (“Basketball”) events during this calendar year (“Activity”) I, for myself, my personal representative, assigns, heirs and next of kin:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of Basketball Activities and that I am Qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. **FULLY UNDERSTAND** that: (a) **BASKETBALL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”)**; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, of **THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW**; (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE “Basketball”** of the Ho Ho Kus Athletic Association or the Ho Ho Kus Recreation commission under whose auspices “Basketball” operates, its respective member teams and leagues, their administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I**, or any one on my behalf, makes a claim against any of the Releasees, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

MINOR RELEASE

AND I, THE MINOR’S PARENT OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BASKETBALL ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, MINOR, OR ANYONE ON THE MINORS BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMVED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS A RESULT OF ANY SUCH CLAIM.