



Last Updated: June 2020

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## Waiver, Consent, and Release

In consideration of the individual whose name is set forth above being permitted by CMBA to participate in the CMBA League (the "League"), the undersigned (the "Participant") and, if the Participant is under the age of eighteen (18), the parent or legal guardian of the Participant, on behalf of the Participant, hereby:

1. acknowledge that the sport of basketball has inherent risks and that the Participant's participation in the League involves risk of serious bodily injury, death, property damage and/or other harm which may result from the Participant's actions, inactions or negligence, as well as from the actions, inactions or negligence of others, the conditions of the premises or of any equipment used and that there may be other risks not known or reasonably foreseeable at this time;
2. acknowledge that the CMBA does not warrant any equipment used in any League activities or any facility at which League activities are held;
3. agree to assume all risks and hazards to the Participant and to the Participant's property associated with or related to the Participant's participation in the League and for any damage or injury the Participant may cause to others; moreover, the Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that the Participant and their family members may be exposed to or infected by COVID-19, or other viruses or infectious diseases, by participating in the League and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Participant further understands that the risk of becoming exposed to or infected by COVID-19, or any other virus or infectious disease, during League activities may result from the actions, omissions, or negligence of the Participant and others, including, but not limited to, CMBA employees, volunteers, and League participants and their families;
4. irrevocably releases, waives and forever discharges any and all rights, actions, causes of actions, suits, claims, proceedings, or demands (whether known or unknown) whatsoever, including but not limited to death, personal injury or loss or damage to property, which the Participant or any of the Participant's representatives, heirs, next of kin or assignees may have or which may hereinafter accrue to the Participant or the Participant's representatives as a result of the Participant's participation in the League or otherwise and which may be asserted by the Participant or the Participant's representatives against CMBA, its officers, directors, employees, officials, organizers, supervisors, coaches, agents, sponsors and any person participating or assisting in the activities of the CMBA (collectively, the "Released Entities"), whether caused by the acts, omissions, negligence, or gross negligence of the Released Entities or by any other person or entity including but not limited to, any loss of collegiate, high school, or amateur athletic eligibility as a result of participation in the League (it is recommended that before registering for the League, each would-be Participant contact his/her coach, athletic director and/or amateur athletic governing body to ensure that such eligibility would not be affected by participating in the League);



5. agree to indemnify and save and hold harmless the Released Entities and each of them from any loss, liability, damage or cost resulting from or arising out of or occasioned by the Participant's participation in any or all of the activities of the CMBA, whether caused by the negligence or gross negligence of the Released Entities or otherwise;
6. consent to the use by CMBA of, and acknowledge that the Participant and the parents or legal guardian of the Participant shall have no right of approval, no claim of compensation, benefit or further attribution or notification, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, appropriation of personality or right of publicity) arising out of the use of, the Participant's name, voice, photograph, image or likeness or statements, stories or testimonials, or any blurring, alteration, distortion, optical illusion, or use in composite form, all as part of a group, or in a state of play, practice, coaching or presentation with others, whether or not intentional;
7. agree that any voice recording, picture, video, image or likeness of the Participant, and any statement, story or testimonial, or anything derived therefrom, in any media whatsoever, created by CMBA is owned by CMBA and can be used for marketing purposes;
8. consent to the disclosure of contact information (such as name, address, e-mail address, and telephone number) to Basketball Alberta, the governing body for the sport of basketball in the Province of Alberta, for the purposes of the administration and promotion of Basketball Alberta's programs; and
9. certify that the Participant, or the parent or legal guardian of the Participant, if signing on behalf of the Participant, has read this Waiver, Consent and Release before signing below and fully understands the contents, meaning and impact of this Waiver, Consent and Release.