

## **ASSUMPTION OF RISK, RELEASE, WAIVER, CONSENT AND INDEMNITY**

I hereby agree, in return for becoming a member of the **Metro Basketball Association (“MBA”)** and my participation or the participation of the child named below in any practices, training, games, events, programs and/or activities organized, operated, conducted or sanctioned by the MBA alone or with another organization (each an “MBA Program”):

- THAT THE World Health Organization has classified the Coronavirus Disease (“COVID-19”) outbreak as a global pandemic and I am aware of the risks of COVID-19, and the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19;
- THAT I AM assuming all health risks and adverse health related consequences, including without limitation COVID-19, to me and the child named below caused by or arising from engaging in any MBA Programs (the “Assumed Risks”);
- THAT Basketball Nova Scotia (“BNS”) is implementing Return to Play Guidelines (“RTP Guidelines”) the most recent version of which will be posted from time to time on BNS’s website;
- THAT I AM aware of the RTP Guidelines, that I and the child named below will abide by the RTP Guidelines, and that the RTP Guidelines are subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time;
- TO RELEASE the MBA, event organization bodies, sanctioning bodies and MBA sponsors and their respective directors, officers, employees, agents, volunteers, contractors, representatives, successors or assigns (collectively the “Releasees”) from any liability for any loss, damage, injury or expense (collectively “Loss”) that I may suffer arising out of or connected with the Assumed Risks and/or the content or implementation of the RTP Guidelines and/or my participation in and transportation to or from any MBA Program, due to any cause, including negligence;
- TO WAIVE ANY CLAIM that I have or may have against any or all of the Releasees regarding any matter, including without limitation, any claim arising out of any MBA Program or implementation of the RTP Guidelines;
- TO INDEMNIFY THE RELEASEES from any and all claims, actions or Loss resulting in any way from my participation or participation of the child named below in any MBA Program or from implementation of the RTP Guidelines;
- THAT I am (or the child named below is) physically fit to participate in any MBA Programs;
- THAT I am a legal guardian or custodial parent of the child named below;
- THAT OBA may use and disclose the information provided by me in relation to my application for membership to enable MBA to provide membership benefits to all MBA members.
- TO COMPLY with the RTP Guidelines and its implementation and that any failure by me or the child named below to comply with the RTP Guidelines, or any other MBA rule or guideline may have consequences (including without limitation a withdrawal of permission to participate in an MBA Program or MBA Programs) and could jeopardize relevant insurance coverage.

• THIS DOCUMENT SHALL bind my heirs, executors, administrators, assigns and personal representatives and will have effect throughout my membership in the MBA and, to the extent reasonably necessary to give it effect, thereafter;

BY SUBMITTING THIS APPLICATION, I acknowledge having read the above Assumption of Risk, Release, Waiver, Consent and Indemnity, and that I understand and agree to the above Assumption of Risk, Release, Waiver, Consent and Indemnity.

Association: \_\_\_\_\_

Participants Role (circle one):   Player | Coach | Official

Participants Name (please print): \_\_\_\_\_

Participants Signature: \_\_\_\_\_

\*Guardians Name (please print): \_\_\_\_\_

\*Guardians Signature: \_\_\_\_\_

\*\*Date of Birth: \_\_\_\_\_

\*Not required if participant is over the age of 18.

\*\*Required if participant is over the age of 18.