

	CANADA BASKETBALL AND NBA CANADA INC.
	BASKETBALL NOVA SCOTIA
TRI-COUNTY BASKETBALL ASSOCIATION	

the “Organizers”

Program Participation Waiver

WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. Completed waivers must be returned with registration or prior to attending the Organizers’ program:TCBA JR NBA (the “Program”). This waiver does not affect accident and out-of-country travel insurance provided by the Organizations where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian represents that the Participant:

1. Has not travelled internationally during the last 14 days;
2. Has not visited a COVID-19 high risk area, region or location in Canada during the last 14 days;
3. Does not knowingly have COVID-19;
4. Is not experiencing known symptoms of COVID-19, such as fever, cough, shortness of breath, or difficulty breathing, muscle or body aches, headache, sore throat, new loss of taste or smell, nausea, or vomiting, congestion or runny nose, diarrhea or fatigue and if experiences such symptoms during the Program, will immediately move to a designated isolation area before safely departing from the Program;
5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
6. Follows government recommended guidelines in respect of COVID-19, including, but not limited to, practicing physical distancing, use of a face mask/covering and proper hand hygiene and will do so to the best of the Participant’s ability during the Program.

In addition, by signing below the Participant and/or the Participant’s Guardian understands, acknowledges and assumes the inherent risks in participating in the Program, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the Organizers, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers (together, the “Organizations”); negligence or omission of the Organizations (collectively, the “Risks”).

In consideration for allowing the Participant to participate in the Program, the Participant and/or the Participant’s Guardian: (a) release, discharge and forever hold harmless the Organizations from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Program; (b) waive any right to sue the Organizations in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Program, including without limitation the right to make a third party claim or claim over against the Organizations arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Program. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATIONS.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

Print Name: _____
the “Participant”

Date of Birth: _____
(mm/dd/yyyy)

Print Name: _____
The “Guardian” (if Participant is a minor)

Signature: _____
Participant or Guardian for minor

Date: _____
(mm/dd/yyyy)