

FORM 2 (REVISED)

NEWFOUNDLAND ASSOCIATION OF BASKETBALL OFFICIALS (NABO) RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (To be executed by Participants over the Age of Majority)

WARNING! Please read carefully
By signing this document, you will waive certain legal rights – including the right to sue

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of basketball and the spectating, orientation, instruction, activities, competitions, programs, and services of NABO (collectively the “Activities”), the undersigned acknowledges and agrees to the terms outlined in this document.

Disclaimer

2. NABO, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

_____ *I have read and agree to be bound by paragraphs 1 and 2*

Description and Acknowledgement of Risks

3. I understand and acknowledge that
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and

COVID-19

- d) **The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.**
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
 - a) Contracting COVID-19 or any other contagious disease;
 - b) The sport of basketball;
 - c) Privacy breaches, hacking, technology malfunction or damage while interacting with online training;
 - d) Executing strenuous and demanding physical techniques;
 - e) Dryland training including weights, running, bands, and massage;
 - f) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - g) Exerting and stretching various muscle groups;
 - h) Physical contact with other participants;
 - i) Failure to act safely or within my own ability or designated areas;
 - j) *Basketball specific risks*
 - k) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - l) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
 - m) Abrasions, sprains, strains, fractures, or dislocations;
 - n) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - o) Spinal cord injuries which may render me permanently paralyzed;
 - p) Negligence of other persons, including other spectators or, participants, or employees;
 - q) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities; and
 - r) Negligence on the part of the Organization, including failure by the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

_____ *I have read and agree to be bound by paragraphs 3-4*

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
 - That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
 - To comply with the rules and regulations for participation in the Activities;
 - To comply with the rules of the facility or equipment;
 - That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
 - The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
 - That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
 - That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death;** and
 - That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- That the sole responsibility for my safety remains with me;
 - To ASSUME all risks arising out of, associated with or related to my participation;
 - That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - To WAIVE any and all claims that I may have now or in the future against the Organization;
 - To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
 - To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
 - To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;**
 - That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
 - That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Newfoundland and Labrador; and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Newfoundland and further agree that the substantive law of the Province of Newfoundland and Labrador will apply without regard to conflict of law rules.

_____ *I have read and agree to be bound by paragraphs 5-7*

Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Signature of Participant

Date