

FORM 3 (REVISED)

NEWFOUNDALND ASSOCIATION OF BASKETBALL OFFICIALS (NABO) INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the Age of 19)

WARNING! Please read carefully
By signing this document, you will assume certain risks and responsibilities

Participant's Name: _____

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, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree 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, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.

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

Description and Acknowledgement of Risks

3. The Parties 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 the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - 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 the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.**
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. 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) All actions and movements shown in this presentation follow a skill and progression-based model of learning. The material found within is general in basis and does not take into account individual needs or limitations. Understand that there is an element of risk associated with performing these activities through a virtual platform. NABO is not responsible for supervising my/our child. I will ensure they have adequate supervision recognizing the NABO will not be supervising just giving feedback on performance Anyone who applies this program on their own does so at their own risk.
 - 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; and
- q) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
- r) Although there may not be physical risks from participating in an online activity, there are other different types of risks. For example, increased privacy issues, hacking, technological problems, and conduct violations that are specific to electronic settings. Waivers and forms should be updated to include these risks.

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

Terms

- 5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant’s surroundings and the location and equipment that is selected for the Participant;
 - b) That the Participant’s mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant’s mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
 - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
 - h) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
 - i) That they are responsible for the choice of the Participant’s safety or protective equipment and the secure fitting of that equipment.

- 6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - b) That the Organization is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities; and
 - c) That this Agreement 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. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Newfoundland and Labrador; and they further agree that the substantive law of the Province of Newfoundland and Labrador will apply without regard to conflict of law rules.

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

Acknowledgement

- 8. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date