



# AGBU-AYA PASADENA-GLENDALE CHAPTER



## SPORTS COMMITTEE - WAIVER OF LIABILITY AND RELEASE AGREEMENT

SPORTS DIVISION:                      BASKETBALL                      VOLLEYBALL                      FUTSAL                      \_\_\_\_\_

NAME OF PARTICIPANT: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME OF PARENT/GUARDIAN: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ STATE: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATIONSHIP TO CHILD: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**PHOTO/VIDEO RELEASE:**     I hereby give,                      I hereby do not give my consent for the use of any photographs of my child for such publicity as the AGBU-AYA PASADENA-GLENDALE CHAPTER -AYA PASADENA-GLENDALE CHAPTER chooses and release                      all claims whatsoever which may arise in said regard.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the AGBU-AYA PASADENA-GLENDALE CHAPTER granting me, or any minor on whose behalf I sign this agreement, permission to use AGBU-AYA PASADENA-GLENDALE CHAPTER facility and/or participate in the above event/program, the undersigned freely agrees to the following contractual terms and conditions:

- 1. GOOD PHYSICAL CONDITION.** The participant has no physical or medical condition which would endanger the participant or others, or that would interfere with the participant's ability to participate in the event/program.
- 2. ALL RISKS ASSUMED.** I am fully aware that serious injuries and possibly even death are sometimes associated with such event/ programs, and sporting and recreational activities. I fully realize the dangers and hazards associated with participating in this event and fully assume the risks associated with such participation, including, by way of example and not limitation, the following: dangers of falling; dangers of hitting (coming into physical contact) or being hit by other participants, spectators and fixed or moving objects; dangers arising from facility defects or surface hazards, equipment failure or lack thereof; inadequate safety equipment; and weather conditions. I accept responsibility to be familiar with the premises, the equipment, the improvements, the weather, and the rules and practices regulating the event/program. Knowing the risks and dangers, I nevertheless agree to assume, for myself and participant, all event/program risks and danger ( known and unknown, foreseen and unforeseen, and whether mentioned above or not ).
- 3. RELEASE, WAIVER, AND COVENANT NOT TO SUE.** I agree for myself and participant, and for our executors, administrators, heirs, next of kin, successors and assigns (collectively hereafter called "successors") to waive, release, discharge, agree not to sue, to the extent permitted by law, the AGBU-AYA PASADENA-GLENDALE CHAPTER directors, employees, volunteers (all referred to as Released Parties) from any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and litigation) which directly or indirectly result from or arise out of, or are alleged to result from or arise out of, participation or association with the event/program, but not limited to, personal injury,(including death at any time) and property damage or other damage sustained by me or the participant or any person or persons whatsoever, from any cause

whatsoever, whether caused by negligence or not. This release is intended to discharge Released Parties in advance from and against all liability arising out of or connected with me or my child's participation in said program, even if that liability may arise out of negligence of carelessness on the part of Released Parties.

**4. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.** I promise to indemnify, hold harmless and defend the Released Parties against any and all claims to which Section 3 of this Waiver of Liability applies, including claims for their own negligence. I also promise to indemnify, hold harmless and defend the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them.

**5. MEDICAL AUTHORIZATION.** In the event the AGBU-AYA PASADENA-GLENDALE CHAPTER is unable to contact me or to secure my consent in the case of a medical emergency involving my child, I hereby give the AGBU-AYA PASADENA-GLENDALE CHAPTER and its representatives permission to secure proper medical care and assistance for my child, including, but not limited to, hospitalization, treatment, medication or x-ray. I further authorize any treating physician to use his or her discretion in providing emergency treatment. I agree to pay the costs of all such medical care.

**6. CODE OF CONDUCT.** The AGBU-AYA PASADENA-GLENDALE CHAPTER has a ZERO TOLERANCE POLICY – the NO FIGHTING RULE is strictly enforced. Our goal is to provide a recreational environment that is fun, healthy and competitive for all who wish to play. We believe this is the right of every player enrolled in our program. In addition, we wish to protect these players from those who wish to violate their rights via mean spirited play, unsporting behaviors and/or undue malicious outside interference. It is the intent of AGBU-AYA PASADENA-GLENDALE CHAPTER to stop all and any violent, threatening and intimidating conduct. All players, parents, coaches and helpers must read and sign this document.

Any athlete receiving disciplinary action by a coach or an official of the AGBU-AYA PASADENA-GLENDALE CHAPTER BOARD and/or Sports Committee for throwing a punch, participating in a fight or any type of violent conduct, or other type of inappropriate behavior, may further be suspended from play for the season and could be barred for life in case of a repeat offense.

Any coach, parent or spectator receiving disciplinary action, including, but not limited to being asked to leave for violent conduct or other inappropriate behavior, may be barred from attending any further leagues and/or AGBU-AYA PASADENA-GLENDALE CHAPTER sports programs, including practices. Should there be an incident of a verbal attack, threatening behavior, pushing, fighting or punches thrown involving athletes, coaches, participants or spectators at any AGBU-AYA PASADENA-GLENDALE CHAPTER sport activity, then a report of this incident must be made to the Sport Committee Chairman within 24 hours of the incident. If the Sports Committee Chairman is unavailable to receive the report, then the Chapter Chairman is to be contacted and informed immediately. The use of alcohol and illegal substances will not be tolerated, If a player, coach or spectator is found to be using, or under the influence of such substances, that person will be barred from attending the game/event/league in question and/or reported to the proper authorities. The Chairman and/or the Grievance Committee will review reports of threatening, intimidating and violent conduct, aggressive attitude and inappropriate behavior, disturbing the peace, alcohol, illegal drug or tobacco use, and similar incidents, not limited to those mentioned.

In doing so, said person(s) may receive such disciplinary action as deemed necessary.

The Chapter Chairman and/or Grievance Committee shall issue a ruling and final penalty/sanction, which may be lesser or more than those stated above.

Once a ruling on the incident is issued, the Chairman and/or Grievance Committee shall inform the Sports Committee of the actions against the parties involved and/or penalty of Chapter sanctions. In the event that a person who has been suspended or barred from participation is found to have participated during such person's term of suspension or exclusion, then the Chairman may issue further sanctions, including, but not limited to barring/suspension from the Chapter altogether.

**The AGBU-AYA PASADENA-GLENDALE CHAPTER Board & Sports Committee reserve the right to refuse enrollment/re-enrollment Applications for said persons with history and/or prior incidents mentioned above at the Chapter.**

**I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS, I UNDERSTAND MY AND ANY PARTICIPATING MINOR CHILD RESPONSIBILITIES AND RULES IN REGARD TO THE CODE OF CONDUCT.**

**I UNDERSTAND AND I ASSUME ALL RISKS OF INJURY INVOLVED IN THESE ACTIVITIES AND VOLUNTARILY SIGN MY NAME AND ANY PARTICIPATING MINOR CHILD.**

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_ Date: \_\_\_\_\_