

# IGBO/MSNM Release and Waiver of Liability and Indemnity Agreement – 2012

(Read Carefully Before Signing) – When completed please bring to MSNM at Team Check-in

In consideration of being permitted to participate in any way in the International Girls Basketball Organization(IGBO)/MSNM Basketball Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor Participant or Coach named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor Participant or Coach that prior to participating in the below MSNM activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the Participant or Coach should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understand and acknowledge that:
  - (a) There are risks and dangers associated with participation in basketball tournament events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
  - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - (c) These risks and dangers may be caused by the action, inaction or negligence of the Participant or Coach or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the MSNM facility used by the Participant or Coach, including its owners, managers, promoters, lessees of premises used to conduct the MSNM event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the MSNM facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR COACH OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. There is a parent/player resource packet available online concerning concussions at <http://www.hooptournaments.com>
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the Participant or Coach and individually, the undersigned partner(s) and/or legal guardian(s) for the minor Participant or Coach executes this Waiver and Release. If, despite this release, the Participant or Coach makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the Participant or Coach, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. HEREBY RELEASES all owners of MSNM Tournament venues and agrees NOT TO sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of the activity, included those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the parties being released.

MSNM Facilities: Ballard High School (WA), Francis Parker Schools of San Diego, CA, Juanita High School, Kirkland, WA, Lake Washington School District (WA), Kamiakin Jr. High and Finn Hill Jr. High, Kirkland, WA, Alliant International University (CA), San Diego Miramar College, Hourglass Fieldhouse and San Diego Parks and Recreation Department, Lynnwood High School, Lynnwood, WA, Edmonds-Woodway High School, Edmonds, WA, Mountlake Terrace High School, Mountlake Terrace, WA, Cedar Park Christian High School in Bothell, WA, The Hardwood Palace (Rocklin, CA) or any other facilities where IGBO/MSNM events are held.

TEAM NAME: \_\_\_\_\_

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Printed Name of Participant or Coach \_\_\_\_\_

Address of Participant or Coach \_\_\_\_\_

Signature of Participant or Player (If over 18) or Parent. \_\_\_\_\_

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Received by \_\_\_\_\_

*MSNM Registrar Signature*

*Printed Name*

*Date*