

Big Rock Basketball Camp

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

Campers Name _____

Address Street _____

City _____ Prov _____ Postal code _____

ASSUMPTION OF RISKS

I am aware that Basketball involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation in terrains; mechanical failure of equipment; variation or changes in the playing surface including rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for camp; failing to play safely or within the limitations of one's own abilities, negligence of other participants; and negligence on the part of Big Rock basketball Camp (BRBC), including the failure on the part of the risks BRBC to safeguard or protect me from the risks, dangers, and hazards of Basketball Camp.

" I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BASKETBALL AND BASKETBALL CAMP AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the BRBC agreeing to my participation in camp and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the BRBC AND TO RELEASE BRBC from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Basketball and basketball Camp DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN BASKETBALL
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in CAMP
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the CAMP takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the BRBC takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by BRBC with respect to the safety of participating in BASKETBALL and BASKETBALL CAMP other than what is set forth in this Release Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST BRBC

Signed dd/mm/yyyy _____ / _____ / _____

Parent/Guardian _____

Print _____

Witness _____ Print _____

