

Everson/Nooksack 3-on-3 Basketball Tournament

RELEASE AND WAIVER OF ALL CLAIMS

Please sign this form and send it in for each participant on your team.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In consideration for being allowed to participate in the Everson/Nooksack 3-on-3 Basketball Tournament on July 12-13, 2019 (the "Activity"), I **voluntarily agree to assume all the risks involved in participating in such Activity**. I understand that participating in the Activity will expose me to above normal risks of injury or harm. These risks include uneven or hazardous playing surfaces, physical contact or collisions with other players, spectators or inanimate objects on or about the court. I understand that the sport of basketball is in itself hazardous and may result in injury to me or other players. I understand that direct supervision will not be provided and by participating in the Activity, I **expose myself to the risk of injuries including but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck, or spinal injuries, lose of use of arms and/or legs, eye damage, disfigurement or death**. I also recognize that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my participation in this Activity which cannot be specifically listed. Further, I recognize that the actions of other people either affiliated or not affiliated with the Organizers listed below may cause harm or loss to my person or property.

Release of Liability

In further consideration for being allowed to participate in the Activity, I hereby release and hold harmless the City of Everson, the City of Nooksack, the Everson/Nooksack Chamber of Commerce, NGYS, and all of their respective officers, employees, agents, and representatives (hereafter "Organizers"), from any and all liability, claims, costs, expenses, injuries, or losses, including those resulting from the negligent acts or omissions of the Organizers, that I may sustain as a result of or in relation to my participation in the Activity. I also release the Organizers from loss or damage to my person or property caused by other people either affiliated or not affiliated with the Organizers, and I will indemnify (including reimbursement and defense as defined under law) and hold harmless the Organizers from any loss or damage which may arise from my negligent acts or omissions.

I hereby assume all risks associated with my attendance and participation in the Activity. I understand that I am solely responsible for any injuries which may occur to me as a result of my participation in the Activity and specifically waive my right to bring litigation against the sponsors and specifically release the right which I have to assert a negligence claim against the Activity directions, sponsors, volunteers, employees their agents or representatives and other participants.

I hereby fully and forever release, discharge, and agree not to sue the City of Everson, City of Nooksack, Everson/Nooksack Chamber of Commerce, NGYS, Everson/Nooksack Tournament Committee, staff, volunteers, or any sponsors that may be affiliated with this tournament, their officers, directors, agents, employees, representatives, and successors for any and all claims, causes of actions or liability for any injury, loss or damage sustained or incurred arising out of or in any way associated with my attendance at or participation in the Activity, including all claims, causes of action or liability arising out of the negligence of Activity Sponsors, their agents or representatives.

I agree to indemnify and hold harmless Tournament Sponsors, their agents or representatives from any loss, damage, or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought to me, anyone acting on my behalf, or anyone else because of conduct attributed to me.

I have read the above items of the Release and Waiver, understand them, agree to them, and hereby acknowledge that I have read and understand this Release and Waiver

____ I am under the age of 18. _____
Print Name Signature Date

I sign this release on his/her behalf, and thereby agree to indemnify and hold harmless tournament sponsors, their agents, or representatives, from any loss, damage, or expense sustained or incurred by them arising from any claim, cause of action or liability which may be brought by my minor child.

I sign this release on his/her behalf: _____
Parent/Guardian's Name Parent/Guardian's Signature Date