

# LIABILITY WAIVER FORM FOR NEENAH BOYS HOOPS CLUB BASKETBALL PARTICIPANTS

*Please read before signing.*

Name: \_\_\_\_\_  
(Please PRINT First and Last Name)

The undersigned, as a willing participant ("Participant") in the activities of the Neenah Boys Hoops Club, located in Neenah, Wisconsin, hereby agrees as follows:

To the best of Participant's knowledge, he is in good physical condition and fully able to participate in basketball camps, practices, scrimmages, workouts, league games, and tournaments; is fully aware of the risks and hazards connected with participation in these types of events, including physical injury, illness, or even death, and hereby elects to voluntarily participate in the events, knowing that the associated physical activity may be hazardous to Participant or Participant's property.

PARTICIPANT VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ALL RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, which may be sustained by Participant or loss of damage to property owned by Participant as a result of Participant's involvement in these events and use of facilities.

Participant hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Neenah Boys Hoops Club, the officers, agents and employees hereinafter from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury or illness that may be sustained by Participant or to any property belonging to Participant while engaging in physical activity while on or upon the premises or facilities where the events are held, camps, indoor practices and workouts, league and tournament games, and any scrimmages that take place as of this date and all dates through the 2021-2022 hoops club season.

It is the Participant's expressed intent that this Release and Waiver of Liability Agreement shall bind the members of Participant's family.

Participant hereby further agrees that this Release and Waiver of Liability Agreement shall be constructed in accordance with the laws of the State of Wisconsin.

**Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Neenah Boys Hoops Club has put in place preventative measures to reduce the spread of COVID-19; however, the Neenah Boys Hoops Club cannot guarantee that its participants will not become infected with COVID-19. Further, participation in the Neenah Boys Hoops Club could increase Participant and their family's risk of contracting COVID-19.

By signing this agreement, Participant acknowledges that contagious nature of COVID-19 and voluntarily assumes the risk that the Participant may be exposed to or infected by COVID-19 by participating in the Neenah Boys Hoops Club and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Participant understands that the risk of becoming exposed to or infected by COVID-19 through participating in the Neenah Boys Hoops Club may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, Neenah Boys Hoops Club volunteers, and program participants and their families.

Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to him (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant may experience or incur in connection with his attendance or participation in the Neenah Boys Hoops Club ("Claims"). Participant understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the Neenah Boys Hoops Club, its volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Neenah Boys Hoops Club activity.

In signing this release, Participant acknowledges and represents that he/she has READ THE FORGOING WAIVER OF LIABILITY AND THE HOLD HARMLESS AGREEMENT, UNDERSTANDS IT, AND SIGNS IT VOLUNTARILY as Participant's own free act and deed; No oral representations, statements or inducements, apart from the foregoing written agreements have been made; and Participant EXECUTES THIS RELEASE FOR THE FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

- (If Participant is under 18 years old, then: 1) signature of parent or guardian is required, and 2) the word "Participant" used above means "Participant and his parent/guardian")

Participant Printed Name: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_