BDA Waiver Agreement



Instructions to Student and Parent:

Please read both the STUDENT and PARENT provisions of this form. Sign, date, and return to BDA.

STUDENT

I am aware playing or practicing to play/participate in any sport can be a dangerous activity involving MANY RISKS OF INJURY. I understand that the dangers and risks of playing or practicing to play/participate in an off-season sport/conditioning program include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system, which can result in a serious impairment to my future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

Because of the dangers of participating in a sporting activity, I recognize the importance of following coaches' instructions regarding playing techniques, training, and other team rules, etc., and agree to obey such instruction. In consideration of the Basketball Development Academy permitting me to participate in a regular season or off-season Basketball Training program and to engage in all activities related to said program, I hereby assume all risk associated with participation and agree to indemnify, defend, and hold the Basketball Development Academy, its Trustees, employees, agents, representatives, coaches and volunteers harmless from any and all liability, actions, causes of action, debts, claims or demands of any kind and nature whatsoever which may arise by or in connection with my participation in a regular season or off-season sport/ conditioning program.

I fully understand that participation in an off-season program does not guarantee me a position on a team and/or a place in a starting line-up. I have not been pressured by a coach to participate nor have I been informed that this off-season program is a requirement in order to be a member of a team.

The terms hereof shall serve as a hold-harmless release for BDA by me, my heirs, estate, executor, administrator, assignees, and for all members of my family.

Signature of Student

Date

PARENT/LEGAL GUARDIAN

I affirm that I am the lawful parent/legal guardian of the above named student. I have read the student warning and release and understand its terms. I understand that all sports can involve RISK OF INJURY, those risks outlined in the Student section above. I also certify that my child/ward has no ailment or organic defect that would make participation in a sport activity dangerous to his/her health.

In consideration of the Basketball Development Academy permitting my child/ward to participate in a regular season or off- season sport/ conditioning program and to engage in all activities related to said program, I hereby agree to indemnify, defend, and hold the Basketball Development Academy, its Trustees, its employees, agents, representatives, coaches, and volunteers harmless from any and all liability, actions, causes of action, debts, claims or demands of every kind and nature whatsoever which may arise by or in connection with the participation of my child in any activities related to a regular or an off-season sport/conditioning program.

As parent/legal guardian, I authorize and direct the Basketball Development Academy to obtain medical care for my child/ward in the event such care is necessary. I understand that, if possible, I will be contacted in the event my child/ward requires medical attention. I grant to a licensed health care provider or accredited hospital permission to perform any necessary medical and/or surgical procedures that are essential for the treatment of my child/ward and agree to be responsible for payment for such care. I release the Basketball Development Academy, its Board of Trustees, employees, volunteers and agents from any costs, damages, liability or loss resulting from the exercise of discretion in securing medical care for my child/ward.

I fully understand that participation in an off-season does not guarantee my child/ward a position on a team and/or a place in a starting line-up.

The terms hereof shall serve as a hold-harmless release for BDA by me, my heirs, estate, executor, administrator, assignees, and for all members of my family.