

WAIVER, INDEMNIFICATION, AND RELEASE OF LIABILITY AGREEMENT
PLEASE READ CAREFULLY - THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS

In consideration of being permitted to participate in any way, including travel to and from related events and activities of the Valley Sports & CBC Basketball, I, for myself, my personal representatives, heirs, executors, next of kin, and assigns, do hereby:

- 1) Acknowledge that I am familiar with the sport of Basketball and understand the rules governing the sport of Basketball and the importance of following these rules.
- 2) Agree that before participating, I will inspect the facilities and the equipment to be used, and if I believe anything is unsafe, I will immediately advise my coach or supervisor of such condition(s) and refuse to participate.
- 3) Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others; the rules of the sport of Basketball; or conditions of the premises or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
- 4) Knowing the risks involved in the sport of Basketball, I assume the risks and accept personal responsibility for the damages following such injury, permanent disability, or death. Further, I will not sue or make a claim against any of the released parties listed in paragraph 5 (the "releasees") and I acknowledge that the liability insurance obtained by CBC does not provide coverage for my personal injuries or losses.
- 5) Release, waive and discharge and covenant not to sue Andre Chevalier, CBC Basketball and Valley Sports, together with their affiliated clubs, their respective administrators, directors, agents, coaches, and other employees or volunteers of the organizations; event officials; medical personnel; other participants, their parents, guardian(s), supervisors and coaches; sponsoring agencies; sponsors; advertisers; and, if applicable, owners, lessors, and lessees of premises used to conduct the event, all of whom are hereinafter referred to as "releasees", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise to the fullest extent permitted by California law.
- 6) Understand and agree that by signing this waiver, indemnification and release of liability, I am agreeing to release, indemnify the "releasees", described in paragraph 5 above, and hold them harmless from any and all liability, or costs, including but not limited to attorney fees, associated with or arising from my participation.
- 7) Understand and agree that if I am signing this Agreement on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf. I further agree that as a parent(s) or legal guardian(s) of a minor participant under 18 years of age, that I will instruct the minor participant to the above warnings and conditions and their ramifications, and that I consent to the minor's participation.
- 8) Understand and agree that this agreement shall be governed by and construed in accordance with the Laws of the State of California. All disputes and matters whatsoever arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court located in the State of California, U.S.A. to the exclusion of any other State or Country.
- 9) Understand and agree that this agreement may be terminated only by: Ceasing to participate in any and all activities of Valley Sports;
AND
 - a. Providing written notice to Valley Sports.

I hereby waive and release the Valley Sports Foundation, CBC Basketball and Sierra Canyon and all event sites from any and all liability for any injury or illnesses while participating in the camp. I hereby authorize the directors of Valley Sports and CBC Basketball and all event sites to act according to their best judgment in any emergency if I cannot be contacted. I understand that each member participant is required to have medical and accident insurance.

Parent Signature: _____ Date: _____

Print Child's Name: _____

ASSUMPTION OF THE 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.

Valley Sports and Sierra Canyon have put in place preventative measures to reduce the spread of COVID-19; however, we cannot guarantee that you, your child(ren), or family members who visit our facility will not become infected with COVID-19. Further, attending programs could increase your risk, your child(ren)'s risk and your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), my family, and I may be exposed to or infected by COVID-19 by attending Valley Sports and Sierra Canyon activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Sierra Canyon may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Valley Sports staff, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), family, or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance and participation in Valley Sports and Sierra Canyon Basketball Camp ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Valley Sports and Sierra Canyon, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Valley Sports and Sierra Canyon staff, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of our programs.

Parent Signature: _____ Date: _____