

## RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

| Participant Name (Print)             | Participant Date of Birth            |  |
|--------------------------------------|--------------------------------------|--|
|                                      |                                      |  |
| Parent / Legal Guardian Name (Print) | Parent / Legal Guardian Name (Print) |  |

In exchange for Participant's participation in Painesville Concord Youth Basketball, Inc.'s ("PCYB") activities or programs, and/or use of PCYB facilities or equipment, Participant, or if Participant is a minor, the Parent(s) and/or Legal Guardian(s) of the Participant, agree as follows:

- 1. **ASSUMPTION OF RISK**: Participant, or in the case of a minor, the Parent(s) and/or Legal Guardian(s) (hereafter, collectively referred to as the "Undersigned"), acknowledge and fully understand that there are inherent risks of serious bodily injury, disability, damage and loss, up to and including death, associated with participating in the PCYB activities and assume all of the risks and dangers associated with participating in PCYB activities, including but not limited to the risks described above. Participant decision to participate in PCYB activities are of their own free will and completely voluntary.
- 2. WAIVER OF RIGHTS AND RELEASE OF LIABILITY: The Undersigned, on behalf of themselves and the Participant, hereby releases, waives, discharges and agrees not to sue PCYB, its employees, directors, officers, coaches, referees, volunteers, agents, owners, lessors and lessees of any premises used to conduct PCYB activities (hereafter "Released Parties") from claims of negligence or other claims, demands, losses or damages of the Participant or of themselves on account of any bodily injury, death, disability or property damage against Released Parties and arising in connection with Participant's participation in PCYB programs and activities or use of PCYB facilities and equipment.
- 3. INDEMNIFICATION AND HOLD HARMLESS. The Undersigned, on behalf of themselves and the Participant, further agrees to indemnify and hold harmless PCYB and Released Parties from and against all losses, damages, monetary awards and expenses, including all reasonable costs and attorneys' fees, incurred in connection with any and all claims against PCYB and Released Parties, brought by Participant, Participant's Parent(s) and/or Legal Guardian(s), or any of their respective heirs, successors, assigns, or legal representatives, for any injury, death, illness, disease, or damage to property, arising from or connected with participation in any PCYB program or activity or use of PCYB facilities or equipment.
- 4. **CONSENT FOR EMERGENCY TREATMENT**. The Undersigned consent to medical treatment for emergencies that occur during or are related to Participant's participation in PCYB activities where I am unable to consent to such treatment.
- 5. **INSURANCE**. The Undersigned understands that they are solely responsible for any medical, health or personal injury costs relating to Participant's use of the PCYB Facilities or participation in PCYB activities. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all use of the PCYB Facilities.
- 6. **JURISDICTION**. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Ohio. The parties agree to use the State of Ohio for Jurisdiction and the County of Lake as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.
- 7. INTERPRETATION AND SEVERABILITY. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be interpreted by the laws of the State of Ohio, extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio. If any portion of Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is held to be invalid, it is agreed that that the balance shall, notwithstanding, continue in full legal force and effect.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.

The Undersigned also gives express permission to use photographs, videos, and/or media content created by the PCYB of my child for publicity, media illustrations and general web and social media content. I understand that no royalty fee or other compensation shall be payable to me by reason of such media uses. I understand games may be recorded, broadcast, and/or published to avenues such as Facebook, Instagram, YouTube and other social media presences and outlets.

| Player                               | Player                  | Date | _ |
|--------------------------------------|-------------------------|------|---|
| (Signature)                          | (Print Name)            |      |   |
|                                      |                         |      |   |
|                                      |                         |      |   |
|                                      |                         |      |   |
| Parent / Legal Guardian* (Signature) | Parent / Legal Guardian | Date |   |
|                                      | (Print Name)            |      |   |
|                                      |                         |      |   |
|                                      |                         |      |   |
| Parent / Legal Guardian* (Signature) | Parent / Legal Guardian | Date |   |
| * Must sign if player                | (Print Name)            |      |   |



By accepting a team placement with PCYB, parents agree to abide to the following Codes of Conduct:

## PARENTS' CODE OF CONDUCT

- 1. Parents should serve as role models for their children; by applauding for good plays by your child's team as well as the opposing team.
- 2. Parents should refrain from coaching or refereeing from the sidelines. Any concerns about coaching should be privately addressed directly with a coach after a 24 hours period after the event you are concerned about transpired.
- 3. Parents will not embarrass their child by yelling at players, coaches or officials. By showing positive attitude toward the game and all of its participants, your child will benefit.
- 4. Parents will emphasize skill development and practices and how they benefit your athlete. De-emphasize games in the lower age groups.
- 5. Parents should support the efforts of the volunteer coaches and the league.
- 6. Parents will never use profanity, drugs, alcohol, or tobacco during, or at the location of, any game or training session.
- 7. Parents will always show good sportsmanship and set up an example for their child.
- 8. Parents will treat all players, coaches, fans and officials with respect regardless of race, sex, creed or ability and shall ask their child to do the same
- 9. Parents will place the emotional and physical well-being of their child ahead of their personal desire to win.
- 10. Parents will never strike, shove, threaten to strike, or otherwise make intentional contact upon an official, player, spectator or coach, without their prior consent.

| Player (Signature)                   | Player<br>(Print Name)                  | Date |
|--------------------------------------|---|------|
| Parent / Legal Guardian* (Signature) | Parent / Legal Guardian<br>(Print Name) | Date |
| Parent / Legal Guardian* (Signature) | Parent / Legal Guardian<br>(Print Name) | Date |

<sup>\*</sup> Must sign if player is under age 18

By accepting a team placement with PCYB, players agree to abide to the following Codes of Conduct:

## PLAYERS' CODE OF CONDUCT

- 1. Players will play by the rules of the game.
- 2. Players will control their temper; most of all resist the temptation to retaliate, physically or verbally, when you feel you have been wronged by coaches, teammates, opponents and referees.
- 3. Players will be good sports by cheering all good plays, whether it's your team or opponent's.
- 4. Players will treat all players as they would like to be treated.
- 5. Players will cooperate with coaches, teammates, opponents and referees.
- 6. Players will remember that basketball is a team game and encourage teammates as every player makes mistakes and has off days.
- 7. Players will never physically or verbally abuse anyone, including swearing in frustration, on or off the court.
- 8. Players will never use unnecessary rough tactics during the course of a game.
- 9. Players will never appear in the contest area or training session under the influence of alcohol or drugs.
- 10. Players must always abide by the official's decision.
- 11. Players must not engage in illegal activities while participating in or at the location of PCYB activities.

| Player<br>(Signature)                   | Player<br>(Print Name)                  | Date |
|---|---|------|
| Parent / Legal Guardian*<br>(Signature) | Parent / Legal Guardian<br>(Print Name) | Date |
| Parent / Legal Guardian* (Signature)    | Parent / Legal Guardian<br>(Print Name) | Date |

<sup>\*</sup> Must sign if player is under age 18