

## Mavericks AAU Basketball Acknowledgement, Waiver and Release



Player Name: \_\_\_\_\_

In consideration of use of facilities, property and services of David Moseley's Mavericks AAU Basketball (hereinafter known as MAB) I, \_\_\_\_\_, the parent/legal guardian of  
(Name of Parent/Guardian)

the player and the undersigned agrees to the following:

1. **POTENTIAL RISKS:** The undersigned understands and acknowledges that participation in athletics and AAU basketball carries an inherent risk of injury, even if great care is exercised. Accordingly, players and their guests may injure themselves while attending or using MAB facilities and/or other gyms and facilities while being instructed by MAB officials or playing under MAB auspices. The use of equipment, facilities and services provided by MAB involves risks, such as, but not limited to, risk of property damage, risk of bodily injury and possible death, which might result from the use of equipment or facilities, from the activity/activities undertaken, from the acts of others or from the unavailability or emergency medical care.
2. **ASSUMPTION OF RISK:** The undersigned assumes all risks that arise out of the use of facilities or equipment, the activities undertaken themselves, the acts of others or the unavailability of emergency care, including those described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities and facilities and/or equipment and understands that the safe and proper use of the facilities and equipment and participation in the activities is dependent upon carefully following such policies and procedures. Further, the undersigned agrees that if there are any questions or concerns related to how to properly use any equipment involved or related to participation in any activities involved they will direct questions to the appropriate staff of MAB.
4. **RELEASE:** The undersigned releases MAB and agrees not to sue on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of MAB activities, including those based on death, bodily injury, property damage or personal property loss or damage whether or not caused by the acts, omissions or faults of parties being released.
5. **WAIVER:** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code #1542 whose purpose and/or effect is to provide that a general release shall not extend to claims, material or not, which the person giving the release does not know about or suspect at the time of executing the release.
6. **INDEMNIFY AND DEFEND:** The undersigned agrees to indemnify and defend MAB and hold them harmless from any or all claims of legal action, damage judgments, costs, including attorney fees, which in any way arise from MAB activities or this agreement which include, but are not limited to, a) damages to or destruction of any MAB property or any property of others while involved under MAB supervised activities, b) injury or death of the undersigned or other teammates or MAB affiliated personnel or c) any liability arising from the acts of the undersigned or MAB affiliated personnel.
7. **PAYMENT FOR PROPERTY DAMAGES:** The undersigned agrees to pay for any and all damages to any property caused by the player either negligently, willfully or otherwise.
8. **REPRESENTATION:** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

9. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in MAB activities, consents to medical treatment in a medical emergency where the undersigned or player is unable to consent to such treatment.
10. **INSURANCE:** The undersigned understands that MAB does not carry participant health insurance. The undersigned acknowledges that they have been encouraged to have a physical examination and to purchase/secure their own health insurance prior to any participation with MAB.
11. **FEES:** The undersigned understands that no credits or refunds will be given for any non- participation by the player including coaches' decisions, illness, injury or discretionary choice unless as defined in the Payment Form. Players may be suspended for repeated poor sportsmanship and violations of normal and customary code of conduct or malfeasance by the player or the player's parents. Suspension does not waive payment of fees.
12. **TRAVEL/UNSCHEDULED TOURNAMENTS:** The undersigned acknowledges that MAB may participate in some tournaments which require the team to travel outside the local area for an extended stay or to participate in some *unscheduled* tournaments (i.e., over and above the scheduled eight tournaments) chosen by the coach. The undersigned hereby grants permission for my child/guardian to travel outside our local area for tournaments or scrimmages should we choose to participate. The undersigned also acknowledges that they are responsible for all travel expenses for their player regardless of location of the practice, scrimmage or tournament. All players participating in "extra" or unscheduled tournaments are required to pay their own travel costs, their pro-rata share of the tournament entry fees, if necessary, and their pro-rata share of the coaches' travel expenses and fees, if necessary. Participation in all tournaments is at the discretion of the coaches but is not mandatory for the player. All waivers and releases listed here extend to all activities associated with the participation including the extra *unscheduled* and any/all travel tournaments or scrimmages.
13. **ACKNOWLEDGMENT:** The undersigned has read and understands this agreement and realizes it relates to surrendering certain legal rights and does so freely and voluntarily.

**Signature of Parent/Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name of Parent/Guardian:** \_\_\_\_\_

**CONSENT AND RELEASE ON BEHALF OF MINOR**

I AM THE PARENT AND/OR LEGAL GUARDIAN OF \_\_\_\_\_ I HAVE READ AND  
(Player/Minor Name)

UNDERSTAND THAT THIS AGREEMENT INVOLVES SURRENDERING SOME LEGAL RIGHTS OF THE PLAYER/MINOR AND ME. I AGREE TO BE BOUND BY ALL TERMS OF THE THIS AGREEMENT AND I GIVE MY CONSENT FOR THE PARTICIPATION OF THE NAME PLAYER/MINOR IN THE ACTIVITIES OF DAVID MOSELY'S MAVERICKS AAU BASKETBALL.

\_\_\_\_\_  
**Signature of Parent/Legal Guardian – Consent and Release on Behalf of Minor** **DATE:** \_\_\_\_\_

**Print Name of Parent/Legal Guardian**

**Contact Phone**

**City**

**State**

**Zip**