

**WAIVER, INDEMNIFICATION, AND RELEASE OF ALL LIABILITY AGREEMENT**

**PLEASE READ THIS AGREEMENT VERY 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 Homentemen Glendale "Ararat" Chapter ("ARARAT") for any athletic activities, including the sport of basketball, and for any home or away tournaments, for any friendly games, for any practices, for Ararat Basketball Camp, or for any and all basketball activity that occurs through the ARARAT organization, I, for myself, my personal representatives, heirs, executors, next of kin, assigns, and for my child as the athlete and participant in this basketball activity do hereby acknowledge, understand and agree with all of the following:

- 1) I 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, and have explained and discussed these rules with my child.
- 2) I agree that before participating, I will inspect the facilities and the equipment to be used, and if I believe anything is unsafe for any reason, I will immediately advise my child's coach or supervisor of such condition(s) and refuse to allow my child to participate in any basketball activity.
- 3) I acknowledge and fully understand that my child will be engaging in a physical contact sport that may, can or will result in serious injury, including permanent disability, broken bones, fractures, dislocations, death, and other physical injuries to him/her, not only resulting from my child's own actions, inactions, negligent or intentional acts, but also due to the actions, inactions, negligent or intentional acts of other players, the nature of the court(s) where basketball is played, the rules of the sport of basketball; the nature of the physical contact sport of basketball, the conditions of the premises, or any equipment on the premises.
- 4) I know or have been made aware of the risks involved in the sport of basketball and have explained them to my child. I knowingly and willingly and voluntarily assume all of those risks of injury or harm, and accept personal responsibility for any harm, loss, injury, permanent disability, or death which may occur to my child while he/she is engaged in any basketball related activity. Further, I will not sue or make a claim against any of the released parties listed in paragraph 5 (the "releasees") below for any loss, injury, harm or damage related to or arising from my child's participation in any basketball activity including coming to and from such activity.
- 5) I understand that by this Release, I knowingly and freely waive and discharge and covenant not to sue the following Released Parties: Ararat, ARARAT, Homentemen Glendale "Ararat" Chapter together with their basketball clubs, affiliated clubs, including but not limited to D League, tournaments, Ararat basketball camp, any Tournaments (home or away) and their respective administrators, directors, agents, coaches, referees, and other employees or volunteers of the organizations; event officials; medical personnel; other participants, their parents, guardian(s), supervisors and coaches; sponsoring agencies; sponsors; third parties, opposing basketball players, advertisers; and, if applicable, owners, lessors, and lessees of premises used to conduct any event, all of whom are hereinafter referred to as "releasees", for 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 during any and all basketball related, coming to or going from basketball activity, actions of other third parties or opposing players, regardless of which such conduct is negligent, unintentional, intentional, careless or reckless. I agree that I will transport my child to and from any basketball activities and will not rely on any coach, parent, or other persons to do so. I understand I am responsible for taking my child to and from practices, tournaments and any other related basketball activities and understand that my child's participation in any practice or tournament or related basketball activity is purely voluntary and that I am liable for any harm or injury that occurs to my child going to or from or while participating in any such basketball activity.
- 6) I acknowledge that this waiver, indemnification and release of liability agreement expressly includes any injury, damage, death, loss or harm that my child may have or may sustained during transportation to and from any event, gathering, meeting or practice which in any way relates to Ararat basketball activity, and the provision of any medical care to my child whether by the Released parties or by other third parties.
- 7) I understand and agree that by signing this waiver, indemnification and release of liability agreement, I will defend and indemnify Ararat and its Released Parties, and hold them harmless from any and all damage, loss, harm, liability, costs, attorney's fees or medical bills which are incurred on my child's behalf related to or arising from my child's participation in any basketball activity.
- 8) I have had this Agreement translated for me from English into Armenian, and then from Armenian into English and fully understand what I am reading and what I am signing, and the rights I am waiving on behalf of myself and my child. I will not claim an inability to understanding these words and terms in English.

***I have read the above waiver, indemnification, and release of liability agreement, and understand that I give up substantial rights for my child by signing it and knowing this, I sign it voluntarily. I further agree that no oral representations, statements, or inducements, apart from the above agreement have been made. I agree that this agreement is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to have full force and effect. I agree to allow my child to participate knowing the risks and conditions involved and do so entirely upon my own free will.***

**Print Name of Athlete** \_\_\_\_\_

**Print Name of the Parent** \_\_\_\_\_

**Signature of the Parent** \_\_\_\_\_

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

**AUTHORIZATION AND CONSENT FOR MEDICAL TREATMENT**

I, the undersigned parent, parents or legal guardian of the above named minor, do hereby authorize in the event of an injury, accident, or illness, ARARAT, its coaches, team representatives, directors, officers, agents, and assignees to seek and obtain care and medical treatment as shall be necessary under the circumstances for my child.

I hereby authorize and consent to have my child be subjected to x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act, of a dentist licensed under the provisions of the Dental Practice Act, and on the staff of any general hospital holding a current license to operate a hospital from the State Department of Public Health or its equivalent. This authorization is effective whether such diagnosis or treatment is rendered at the office of said physician or dentist, at a hospital, or elsewhere.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of my aforementioned agents to give specific consent to any and all such diagnosis which in the exercise of his or her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned before rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. I also agree that this authorization to treat shall be valid in any state where such treatment is rendered. I also agree that if English is not my first language that I have sought out someone to translate this form to me and agree that by my signature that I have read and understood the document and all of its words and provisions.

**AUTHORIZATION FOR USE OF NAME, IMAGE AND LIKENESS FOR PUBLICITY AND DISPLAY OF IMAGES ON THE ARARAT WEBSITE AND OTHER MEDIA**

By my child's participating voluntarily, and on his/her own accord in ARARAT, I hereby grant ARARAT, its agents, employees, coaches, volunteers, parents, or any other persons, licensees, and other authorized media including television, radio, the internet, the Ararat website, social media, newspapers or any other publications, complete and unrestricted permission to do the following:

1. Use and re-use me or my child's name, photograph, image, voice, likeness, and biographical information including the use of such information or likeness on television or the internet and in any other media for any purpose and for use in publicity and advertising in all media; or
2. Use, encode, digitize, copy, edit, excerpt, transmit and display on videotape, digital video stream, or any other media form, my child's participation in Ararat basketball activity; or
3. Use and re-use my or my child's name, voice, photograph, likeness, biographic information, in connection with the ARARAT Website(s).

This permission shall apply to all activities in which my child participates as part of ARARAT including but not limited to all Ararat Athletics, basketball, basketball camp, D-League and any other related activities.

I understand that the above information will be distributed to members of the public and media to: publicize the activities of ARARAT as well as the performance of individual participants; promote ARARAT as an organization in the sports community; and communicate information to participants and their families about the success of ARARAT.

I understand that the participants name and likeness may be included on the ARARAT website(s) and that performances may be webcast over the Internet to interested persons of ARARAT and members of the public at large, and may be videotaped and/or digitally captured for later webcast, broadcast and/or transmission. This authorization includes without limitation perpetual rights for both internal use and for licensing, sale, or other transfer of the videotapes or digital files to third parties, and includes transmission and display over the Internet. This permission is irrevocable and royalty free and I understand that ARARAT will act in reliance on this permission.

**Print Name of Athlete** \_\_\_\_\_

**Print Name of the Parent** \_\_\_\_\_

**Signature of the Parent** \_\_\_\_\_

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