

The Hoop House of Yakima LLC

Waiver of Liability, Assumption of Risk and Emergency Contact

In consideration of _____, my child being allowed to participate in any way in sporting events and activities, clubs and any and all related events and activities of such programs provided by The Hoop House of Yakima LLC or in the facility used by The Hoop House of Yakima LLC, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. For myself, spouse, and child, I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my child's participation in all activities; and,
3. I willingly agree to comply and cause my child, if applicable, to comply with the instructions and policies, and customary terms and conditions for participation. If however, I observe any unusual significant hazard during my presence or my or my child's participation, I will remove myself and my child from participation and bring such hazard to the attention of the nearest official immediately; and
4. Participation in the activities could result in risk of viruses, infections, and contagious diseases. By signing this agreement I acknowledge the contagious nature of COVID-19 and voluntarily assume risk that I and/or my child may be exposed to or infected by COVID-19 by participating in the activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of I and/or my child becoming exposed to or infected by COVID-19 at The Hoop House of Yakima LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to The Hoop House of Yakima LLC employees, volunteers, and program participants and their families; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold The Hoop House of Yakima LLC and their officers, officials, agents and/or employees, other sports participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event or activity harmless with respect to any and all injury, disability, death, or loss or damage to person or property to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I understand, agree, and acknowledge that some of the activities may be hazardous in nature and/or include physical and/or strenuous activity. Understanding this, I state that I or my child have no medical condition or impairment that might inhibit my or my child's safe and active participation in the activities. In addition, I understand that The Hoop House of Yakima LLC does not provide medical insurance coverage for activity participants and that any applicable medical insurance must be provided individually by such participants. In the case of injury or medical emergency, and in the event the participant, or their parent or guardian cannot respond at the time of emergency, The Hoop House of Yakima LLC has permission to seek, administer, or have administered whatever first aid or emergency medical care deemed necessary for the participant's welfare, and it is understood that the participant and not The Hoop House of Yakima LLC shall be responsible for any and all charges for such health care services, regardless of whether the participant's medical insurance would cover such charges.

Parent/Legal Guardian Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Email Address: _____

Address: _____

Emergency Contact Name: _____ Phone: _____