

## **PALOS VERDES BASKETBALL ASSOCIATION**

### **Consent Form - Challenger Basketball**

**PERMISSION TO PARTICIPATE:** I, the parent/guardian of the below-named participant give my approval for my child to participate in any and all Palos Verdes Basketball Association ("PVBA") Challengers Basketball activities. I understand, hereby give my approval for, and assume any and all risk of my child's use of various gymnasiums, playing surfaces, conditions, and equipment, and I hereby acknowledge and understand that said surfaces may be regular or irregular.

**INTENT TO INFORM:** I acknowledge that I am fully aware of the potential dangers of participation in any sport and I fully understand that both my participation and my child's participation in basketball may result in serious injuries. In addition, there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or the participation of my child.

I HEREBY RELEASE and DISCHARGE PVBA, its agents, owners, directors, shareholders, Board Members, partners, managers, officers, employees, volunteers, information providers, suppliers, distributors, vendors, contractors, licensors, attorneys, affiliates, successors and assigns (collectively, "Releasees") from all liability, claims, demands, losses, or damages on my account caused, or alleged to be caused, in whole or in part by the negligence of the releasees or otherwise; and I further agree that if, despite this release and waiver of liability, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

**EMERGENCY MEDICAL AUTHORIZATION:** I hereby grant my permission for any and all emergency medical/dental treatment and/or first aid to be administered to my child/participant, including authorizing any medical treatment facility/hospital to administer emergency treatment, for any illness/injury/accident resulting from participation in any and all PVBA activities.

**EQUIPMENT RESPONSIBILITY:** I agree to assume full responsibility for any and all equipment/uniforms loaned to the above-named and other equipment issued to the above named participant in as good condition as when received except for normal wear and tear. If I fail to adhere to this policy, I will be responsible for the full replacement cost of such equipment.

**INSURANCE DISCLOSURE:** I am aware that PVBA may carry accident insurance which is considered secondary or excess for medical purposes to any and all valid insurance I possess is considered primary insurance. Furthermore, I agree to notify in writing PVBA of any medical claim as a result of participation in PVBA Challenger Division as soon as reasonably possible. I understand that any registration fee paid does not constitute a direct premium for insurance and that a deductible(s) may apply.

**FINANCIAL RESPONSIBILITY:** I hereby stipulate that I have been advised by PVBA of my rights, if any, to a refund in accordance with PVBA policies.

**COMMUNICATION AND PROMOTIONAL CONSENT:** As a condition to my child's participation, I hereby consent to receive communications via email and mail from PVBA with regards to the Challengers program. I understand that PVBA does not sell its contact lists and communications sent may contain program information as well as special offers, and may be opted out of by following the instructions in the email or via written request to PVBA. Furthermore, I hereby grant to PVBA the right and permission to make, reproduce, broadcast or otherwise use participant's name and likeness,

any photograph, videos, recordings, or other depictions or images in whatever form or media in connection with participation in PVBA Challengers in any and all advertising and promotion.

**ADULT CODE OF CONDUCT:** In order ensure that all participants have the benefit of a safe and fun learning environment, all parents, guardians and other adults and attendees of PVBA events must behave in a respectful, courteous and sportsmanlike manner at all times. Any adult who is using alcohol, tobacco or non-prescription drugs and/or appears intoxicated at a PVBA event, and/or who is flagrantly rude with an official, coach, volunteer, staff member, participant or other event attendee, must receive a verbal warning and/or be asked to leave a PVBA event.

**ADHERENCE TO PVBA RULES AND PROCEDURES:** I hereby understand and acknowledge that as a parent/guardian of a PVBA Challengers participant it is my responsibility to comply with all rules and regulations stipulated, adopted or recognized by PVBA and understand that any non-compliance with any and all rules and regulations may be cause for dismissal of the participant, myself, and/or any spectators or other persons affiliated with the undersigned or the participant.

**DISPUTE RESOLUTION POLICY SEVERABILITY:** I hereby understand and acknowledge that all civil disputes between PVBA and any and all affiliated parties will be subject to binding arbitration in Los Angeles County under the guidelines and rules of the American Arbitration Association. I hereby agree that this binding arbitration shall be in lieu of any litigation by and between myself, PVBA and any and all affiliated parties. I also understand and agree that if I contest any decision or ruling of PVBA and seek other recourse, that I will reimburse PVBA for all legal fees and expenses it reasonably incurs. If any portion of this form shall be deemed unenforceable, illegal, and/or invalid, the remainder shall remain in full force and effect.

**I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

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

Print Full Legal Name \_\_\_\_\_

Print Full Legal Name of Participant \_\_\_\_\_