

# **Turnpike Basketball Club, Inc.**

## **Terms of Participation & Liability Waiver**

In consideration for my and/or my child(ren)'s (hereinafter "player") participation in any way with Turnpike Basketball Club Inc. (hereinafter "Turnpike") athletic programs, related events and activities, I hereby acknowledge, appreciate, agree and promise that:

- 1) The risks of injury and illness from the activities involved in this program are significant and potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
- 2) The risk of having contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19, influenza, MRSA or other medical conditions, diseases, or maladies, does exist and, while particular rules and personal discipline may reduce this risk, it is impossible to eliminate the risk that we could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
- 3) I knowingly and freely assume all such risks on behalf of myself and/or the player, both known and unknown, even if arising from the negligence of Turnpike, its volunteers, officials, program participants and their families, and if applicable, owners and lessors of the premises used to conduct the event (the "Releasees") or others, and assume full responsibility for myself and/or the player; and
- 4) I and/or the player willingly agree to comply with any Return-to-Play Protocols and/or other safety guidelines issued by Turnpike, which contain the terms and conditions required for participation in Turnpike athletic programs, related events and activities. We understand that such protocols and guidelines may be adjusted over time as public health guidelines change. If, however, we observe any unusual significant hazard during our presence or participation, we will remove ourselves from participation and bring such to the attention of the nearest official immediately; and
- 5) I agree that I and/or the player will:
  - a. promptly alert Turnpike if I and/or the player experience any of the symptoms or possible symptoms of COVID-19 or are diagnosed with COVID-19; and
  - b. not participate in any Turnpike game or activity if I and/or the player:
    - i. experience any of the symptoms or possible symptoms of COVID-19 or
    - ii. are diagnosed with COVID-19; and
- 6) We agree to conduct ourselves in a safe and reasonable manner at all times, and to refrain from engaging in any conduct that could increase the risk of exposure to COVID-19 by us or any other person, including any other participant in Turnpike or any member of my family or other third party; and

- 7) If an emergency occurs, I authorize Turnpike Basketball Club or its representatives to take necessary action and use emergency services at the nearest hospital if needed. I understand that Turnpike Basketball Club does not provide supplemental health insurance coverage and I am personally responsible for any costs incurred for medical treatment.
- 8) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Releasees with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise.

By acknowledging and signing below, I agree and verify the following:

- I consent and agree to assume the risks of participation in these programs; and
- I specifically agree to the release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my involvement or participation in these programs even if arising from the negligence of the Releasees or otherwise.