

# ADULT BASKETBALL ROSTER/PLAYER WAIVER



I understand that basketball and basketball-related activities (the "Activities"), including travel that may be associated with the Activities, involve a significant and inherent risk of injury to participants, spectators and guests and that injuries, death, property damage or other harm could occur to me or others. I also understand that the risk of injury comes not just from collisions with others on or about the field of play, but also from such things as equipment (e.g. walls, seating, gym surface, lighting), adverse weather conditions and verbal/physical altercations on or about the field of play, among other things (collectively "Risks"). I understand that these Risks may be caused in whole or in part, directly or indirectly, by the City of Newport Beach, its City Council, boards, commissions, officers, agents, volunteers and employees (collectively, "City"), or any team in the league (all of which are hereinafter collectively referred to as "League Parties"). With full knowledge of said Risks, and in consideration for allowing me to participate in the Activities, I, on behalf of myself and my spouse, child, parent, guardian, heir, kin, representative, executor, conservator, administrator, successor, assigns and guests (collectively "Others"), hereby **expressly, knowingly and voluntarily assume and accept all Risks and risk of injury or harm to myself and Others**. I, on behalf of myself and Others, hereby **release, waive, agree to hold harmless and covenant not to sue or pursue any civil action/claim against League Parties for any harm, loss, injury or damage of any kind (physical, mental, economic or otherwise) whether or not the result of negligence or misconduct, direct or indirect, by League Parties**. I also agree to accept full responsibility for any damages, liabilities, losses, claims or expenses resulting from my participation in said Activities, and agree to defend and indemnify, with counsel of City's choosing, League Parties from any claim, action or lawsuit brought on behalf of another for any damages, liabilities, losses, claims or expenses caused in whole or in part by me or resulting directly from my participation in said Activities.

I understand that the City has the authority to handle operational, administrative and disciplinary matters relating to the league. I am familiar with league rules and structure, and agree to adhere to and abide by the rules and procedures set forth in the League Rule Set and procedures (which I know to be readily available for review), and to any decision rendered by the City. I agree to release, waive and hold harmless the City from any action or inaction on behalf of the City, and I agree not to challenge in any court any decision rendered by the Board. I also agree to accept full responsibility for all damages, liabilities, losses or expenses resulting from my participation in the Activities, and to defend and indemnify, with counsel of the City's choosing, the City from any claim, action or lawsuit brought on behalf of another or myself for damages, liabilities, losses, claims or expenses related in any way to any action or inaction by the City.

I hereby represent that I am in good health, legally competent, of sound mind, at least 18 years of age, and in proper physical condition to participate in the Activities, and that I shall not, while participating in said Activities, be under the influence of alcohol, drugs or any other substance which might in any way impair my ability to safely participate in said Activities. I understand that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities, and that no person associated with or speaking on behalf of League Parties has said anything to me that I relied upon in evaluating my fitness for said Activities. Moreover, I have not relied upon any representations from League Parties regarding Risks, conditions, hazards or the skill level of other participants in making any decision whether or not to participate in the Activities.

I have read this Assumption, Waiver and Release ("Agreement"), and understand its terms and conditions. I understand that I will be giving up substantial legal rights for myself and Others, and that I have executed this document knowingly, freely and voluntarily, without any inducement, assurance or guarantee. In consideration of registering for the league and receiving a permanent player card, I further agree that this Agreement shall be valid indefinitely, shall never expire, shall remain in full force and effect while I am participating in the Activities with League Parties (regardless of which team I play for), and shall fully incorporate any and all waivers previously signed by me. I am aware of my right to seek the advice of legal counsel prior to executing this Agreement, and have had the opportunity to do so.

## **DUE BEFORE WEEK 7 GAMES. RETURNING TEAMS/PLAYERS MUST STILL SIGN EVERY SEASON.**

| Team Name: |             |                                     |   | Season:                          |                    |            |                         |
|------------|-------------|-------------------------------------|---|----------------------------------|--------------------|------------|-------------------------|
|            | Player Name | Home Address/City/Zip<br>(required) | Do you work in Newport Beach?<br>(required: circle one) | Newport Beach Work Address & Zip | Phone Number/Email | Shirt Size | Signature<br>(required) |
| 1          |             |                                     |   |                                  |                    |            |                         |
| 2          |             |                                     |   |                                  |                    |            |                         |
| 3          |             |                                     |   |                                  |                    |            |                         |
| 4          |             |                                     |   |                                  |                    |            |                         |
| 5          |             |                                     |   |                                  |                    |            |                         |
| 6          |             |                                     |   |                                  |                    |            |                         |
| 7          |             |                                     |   |                                  |                    |            |                         |
| 8          |             |                                     |   |                                  |                    |            |                         |
| 9          |             |                                     |   |                                  |                    |            |                         |
| 10         |             |                                     |   |                                  |                    |            |                         |
| 11         |             |                                     |   |                                  |                    |            |                         |



# ADULT BASKETBALL ROSTER/PLAYER WAIVER page 2

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|    | <b>Player Name</b> | <b>Home Address/City/Zip<br/>(required)</b> | <b>Do you<br/>work in<br/>Newport<br/>Beach?<br/>(required:<br/>circle one)</b> | <b>Newport Beach<br/>Work Address &amp; Zip</b> | <b>Phone Number/Email</b> | <b>Shirt<br/>Size</b> | <b>Signature<br/>(required)</b> |
|----|--------------------|---|---|---|---------------------------|-----------------------|---------------------------------|
| 12 |                    |   |   |   |                           |                       |                                 |
| 13 |                    |   |   |   |                           |                       |                                 |
| 14 |                    |   |   |   |                           |                       |                                 |
| 15 |                    |   |   |   |                           |                       |                                 |
| 16 |                    |   |   |   |                           |                       |                                 |
| 17 |                    |   |   |   |                           |                       |                                 |
| 18 |                    |   |   |   |                           |                       |                                 |
| 19 |                    |   |   |   |                           |                       |                                 |
| 20 |                    |   |   |   |                           |                       |                                 |
| 21 |                    |   |   |   |                           |                       |                                 |
| 22 |                    |   |   |   |                           |                       |                                 |

**\*CROSS OUT ANY PLAYERS THAT ARE TO BE DROPPED\* | PLAYERS MAY ONLY BE ADDED OR DROPPED UNTIL THE 7<sup>th</sup> WEEK**

**This deadline applies whether or not your team has a bye week | Only 16 players may play in any one game**