

# SF Flying Eagles

## 5<sup>th</sup> Annual basketball Tournament

### October 9-10<sup>th</sup> , 2010



### PARTICIPATION AGREEMENT

The undersigned have read this Agreement, fully understand its terms, and understand that substantial rights, including the right to sue, are given up and do hereby freely, voluntarily and without duress execute this Agreement under the following terms:

**Parties.** This agreement is executed among the undersigned players, hereinafter called "Players," and their respective undersigned parents or legal guardians, hereinafter called "Parents," and SF Flying Eagles, owner(s) of local gymnasium facilities ("Gyms"), and owner(s) of facilities that host any social activity, hereinafter called "Organization" for any games, pre-game, and post-game events, including, but not limited to, playing in, practicing for, traveling to and from, and participating in the basketball tournament and all other activities sponsored by Organization from October 9, 2010 to October 10, 2010, hereinafter called "Activity."

**Waiver.** In consideration for Players' participation in Activity, Players, Parents, and their heirs, personal representatives, and assigns, do hereby covenant not to sue Organization, its officers, members, employees, volunteers, contractors, representatives, and agents and voluntarily release, waive, and discharge any and all claims both present and future including, but not limited to, the negligence of Organization, its officers, members, employees, volunteers, contractors, representatives, and agents, resulting in bodily injury (including death) and property loss arising from participation in Activity.

**Assumption of Risks.** Players and Parents expressly and specifically assume the risk of property damage and bodily injury, including, but not limited to permanent disability, paralysis, and death for participation in Activity. Each Player and his or her Parent acknowledge that Player is in good health and proper physical condition to participate in Activity and warrant that if at any time they believe conditions to be unsafe, Player will immediately discontinue further participation in Activity. Organization does not assume any responsibility to provide financial, medical, or other assistance in the event of injury or illness. However, if Organization obtains medical treatment and services for Player, Player's Parent agrees to pay for such treatment and services.

**Indemnification.** Parent of each respective Player agrees to indemnify Organization, its officers, members, employees, volunteers, contractors, representatives, and agents for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of each Player's participation in Activity.

<b>ORGANIZATION:</b>		<b>TEAM NAME:</b>	
<b>GRADE:</b>		<b>BOYS</b> <input type="checkbox"/>	<b>GIRLS</b> <input type="checkbox"/>
<b>TEAM CONTACT PERSON:</b>			
<b>ADDRESS:</b>			
<b>PHONE:</b>	<b>Home:</b>	<b>Work:</b>	<b>Cell:</b>

	<b>NAME OF PLAYER</b> (Please PRINT clearly)	<b>JERSEY #</b>	<b>SIGNATURE OF PARENT OR GUARDIAN</b>	<b>EMERGENCY PHONE</b>
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**Participation Agreement is due September 1, 2010**