

Higher Training Basketball Academy - Assumption of Risk, Release, Waiver, Consent, and Indemnity

PLEASE READ CAREFULLY BEFORE SIGNING. Completed waivers must be signed and returned with registration or prior to first attending any of the Organizer's (Higher Training Basketball Academy) events (collectively an "Event") including any event related to the sport of basketball, practices, training, games, on-court or off-court events, programs and/or activities organized, operated, conducted or sanctioned by the Organizer. This waiver applies to each Event whether occurring in the near or distant future, and each of the Participant and the Participant's Guardian agrees that the terms of this waiver need not be brought to the attention of the Participant or the Participant's Guardian each time the Participant participates in an event in order for it to be effective.

I hereby agree, in return for becoming a member of Higher Training Basketball Academy ("HTBA") and my participation or the participation of the child named below in any practices, training, games, events, programs, and/or activities organized, operated, conducted or sanctioned by HTBA alone or with another organization (each an "HTBA Program"): -THAT THE World Health Organization has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and I am aware of the risks of COVID-19, and the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19; -THAT I AM assuming all health risks and adverse health-related consequences, including without limitation COVID-19, to me and the child named above caused by or arising from engaging in any OBA Programs (the "Assumed Risks"); -THAT I AM aware of the RTP Guidelines (<https://basketball.on.ca/ontario-basketball-releases-return-play-guidelines-phase-3/>), that I and the child named above will abide by the RTP Guidelines, and that the RTP Guidelines are subject to all federal, provincial, and municipal laws, regulations, by-laws, and orders as they may exist from time to time; - TO RELEASE the HTBA, event organization bodies, sanctioning bodies and HTBA Sponsors and their respective directors, officers, employees, agents, volunteers, contractors, representatives, successors or assigns (collectively the "Releasees") from any liability for any loss, damage, injury or expense (collectively "Loss") that I may suffer arising out of or connected with the Assumed Risks and/or the content or implementation of the RTP Guidelines and/or my participation in and transportation to or from any HTBA Program, due to any cause, including negligence;

- TO WAIVE ANY CLAIM that I have or may have against any or all of the Releasees regarding any matter, including without limitation, any claim arising out of any HTBA Program or implementation of the RTP Guidelines; - TO INDEMNIFY THE RELEASEES from any and all claims, actions, or Loss resulting in any way from my participation or participation of the child named above in any OBA Program or from the implementation of the RTP Guidelines; - THAT I am (or the child named above is) physically fit to participate in any HTBA Programs; - THAT I am a legal guardian or custodial parent of the child named above; - THAT the HTBA is authorized to record personal information, images, and audio recordings in any medium of the child named above or me at or in relation to any HTBA Program for publicity and promotional purposes or regarding the implementation of the RTP Guidelines, and I hereby consent to the collection, use, and

disclosure of such personal information about me and/or the child named above; - THAT HTBA may use and disclose the information provided by me in relation to my application for membership to enable HTBA to provide membership benefits to all HTBA members. - TO COMPLY with the RTP Guidelines and its implementation and that any failure by me or the child named below to comply with the RTP Guidelines, the 'Guidelines for Behavior' or any other HTBA rule or guideline may have consequences (including without limitation a withdrawal of permission to participate in an HTBA Program or HTBA Programs) and could jeopardize relevant insurance coverage. - THIS DOCUMENT SHALL bind my heirs, executors, administrators, assigns, and personal representatives and will have effect throughout my membership in the HTBA and, to the extent reasonably necessary to give it effect, thereafter; BY SUBMITTING THIS APPLICATION,

I acknowledge having read the above Assumption of Risk, Release, Waiver, Consent, and Indemnity, and that I understand and agree to the above Assumption of Risk, Release, Waiver, Consent and Indemnity.

Name of parent/ guardian

Name of Athlete _____

Parent/ guardian Signature _____

Date _____