

## **WAIVER and RELEASE OF LEGAL RIGHTS**

TO: Onkar Bahia, Andy Kaila, Sungod Recreation Center, North Delta Recreation Center, North Delta Secondary School, Gray Elementary School, the City of Delta, the Delta School District, North Delta Basketball Association (NDBA) and all volunteers/employees of the NDBA (the “Releasees”)

**By signing this document you are waiving certain legal rights, including the right to sue or take legal action against any and all of the above-named individuals or entities.**

**Please read carefully!**

\_\_\_\_\_  
**Parents/Guardian Signature**

### **AGREEMENT AND WAIVER**

1. I accept full responsibility of any injuries, damages or loss that I or my child may suffer as a result of participating in basketball activities at any facility under the direction and guidance of Onkar Bahia, Andy Kaila, the North Delta Basketball Association and all volunteers/employees of the NDBA because I am aware that participation in basketball programs involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death.
2. I am aware that basketball and the related conditioning and activity drills associated with it can create injuries that are common and ordinary occurrences in this sport and these activities. This also includes spectators that may be injured during activities at the event.
- 3. I freely accept, both on my behalf and on behalf of my child, all risks, dangers and hazards associated with participation in this sport and these activities.**
4. I am aware that NDBA players may have a video made of them playing basketball with other NDBA children by NDBA staff and that video may be viewed by the public.
5. I am aware of the expectations of everyone involved in the NDBA as put forth in their code of conduct found here: <https://www.deltabasketball.com/NDBA%20Code%20of%20Conduct.pdf>
6. I hereby:
  - a) agree to waive any and all claims that I or my child may have or may have now or in the future against Onkar Bahia, Andy Kaila, North Delta Basketball Association and all volunteers of the NDBA, as well as any of their respective

directors, officers, employees, agents, representatives, successors and assigns, all of whom hereinafter collectively are referred as “the Releasees” and I release these Releasees from any and all liability for any loss, damage, expense, or injury, including death or serious bodily injury that I or my child may suffer resulting from or arising from out of any aspect of my or my child’s participation in the activities set out above **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES OR** in respect of any failure to provide any warnings, directions, instructions or guidance in the activities as set out above.

- b) agree to hold, harmless and indemnify the Releasees from any and all liability for any damage to property or for any personal injury to any third party resulting from participation in the activities.
- c) this Waiver and Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, and representatives.

- 7. This Waiver and Agreement, and any rights, duties and obligations as between the parties to this Waiver and Agreement, shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
- 8. Any litigation involving the parties’ disagreement shall be brought solely within the Province of British Columbia and shall be within the jurisdiction of the Courts of the Province of British Columbia.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING, BOTH ON MY BEHALF AND ON BEHALF OF MY CHILD TAKING PART IN THE ACTIVITIES SET OUT ABOVE. I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILDREN OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Dated: \_\_\_\_\_

<p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p>	<p>X _____</p> <p>Signature of Parent/Guardian of Child</p> <p>Child’s Name: _____</p>
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**THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO THE CHILD TAKING PART IN ANY OF THE ACTIVITIES SET OUT ABOVE.**