

EMPOWER BASKETBALL ACADEMY

Parent's and Participant's Voluntary Assumption of Risk, Release, Indemnification of All Claims and Covenant Not to Sue Smith College

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you, participant and parent, give up your right to bring a court action to recover compensation or obtain any other remedy from Smith College for any injury to yourself, your child, or your property or for your/your child's death however caused arising out of your/your child's participation in Empower Basketball Academy or use of Smith College facilities, now or at any time in the future.

The Trustees of Smith College is a non-profit educational institution. References to Smith College include The Trustees of Smith College, and its trustees, employees, volunteer workers, students, participants, agents and invitees.

I, participant, (hereafter included in "WE") freely choose to participate in Empower Basketball Academy (referred to hereafter as the Program). I, parent, (hereafter included in "WE") freely choose to have my child participate in the Program. WE freely choose to use the Facilities of Smith College in their present condition, or their condition at the time of use by the Program.

Acknowledgment of Risk

WE understand that Smith College is only providing its facilities to Empower Basketball Academy, and that Smith College is not responsible for any activities of the Program, or any supplies, equipment, or instruction or anything else provided by the Program or its training program and that Smith College does not control any aspect of the Program whatsoever, nor is Smith College responsible for safety or any other aspect of the Program. WE further understand that participating in the Program is an acceptance of some risk of injury. WE understand that it is our responsibility to know what personal equipment is required and provide the proper personal equipment for participation in the Program, and to ensure that it is in good and suitable condition. WE agree to abide by all rules, regulations, and practices as established by the Program or posted by Smith College or otherwise made known, and to minimize any risk of injury.

Despite precautions, accidents and injuries can and will occur. WE understand that participation in the Program is potentially dangerous, and that I/my child may be injured and/or lose or damage personal property as a result of my/my child's participation in the Program. Therefore, WE **ASSUME ALL RISKS RELATED TO THE USE OF ANY AND ALL SMITH COLLEGE FACILITIES**, including but not limited to: Personal injury of any nature including but not limited to head, joint, nerve or other trauma, broken bones, oral, dental, eye or other facial injury severe or not, temporary or permanent, including death; mental injury temporary or permanent that may occur as a result of my/my child's participating in the Program, contact with equipment, physical surroundings or other attendees; property loss or damage of any nature whether in the course of training, use or if left anywhere at Smith College.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration for use of the facilities at Smith College, WE agree to release and on behalf of ourselves, our heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE** Smith College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which WE or any of our heirs, representatives, executors, administrators and assigns may now have, or have in the future against Smith College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my/our participation in the Program and/or the use of any Smith College facilities, howsoever the injury is caused, whether or not caused by the negligence of Smith College.

In consideration for use of the facilities at Smith College WE **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** Smith College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my/our participation in the Program and the use of Smith College facilities.

WE hereby certify that WE have full knowledge of the nature and extent of the risks inherent in the Program and the use of Smith College facilities, and that WE are voluntarily assuming all risks, whether known or unknown.

WE understand that WE will be solely responsible for any loss or damage, including death, which WE sustain or cause, whether in whole or in part, while participating in the Program and the use of Smith College facilities, and that by this agreement WE are relieving Smith College of any and all liability for such loss, damage or death.

WE further understand that the terms of this agreement are legally binding and WE certify that WE are signing this agreement after having carefully read and understood the same, each of our own free will.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and WE consent to the jurisdiction of said state. WE expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **IN WITNESS**

WHEREOF, this instrument is duly executed at _____, _____ (city, state), this day of _____, 20_____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Participant Signature: _____

Name Printed: _____

Parent's (Guardian's) Signature: _____

Name Printed: _____

Date: _____
day/month/year