

Aquafest 3on3 Basketball Tournament

INSTRUCTIONS:

PRINT CLEARLY

1. All participants must complete Part "A".
2. Participants under age 18 must also have parent or guardian complete and sign Part "B".

PART "A" - WAIVER & RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter any Stars Unlimited or the City of Lake Stevens Property or being permitted to complete, officiate, observe, work for or for any purpose participate in any way in the event or activity, EACH OF THE UNDERSIGNED, for themselves, or their personal representatives, heirs, and next of kin, acknowledges, agrees and represents that they have, or will immediately upon entering any of such Stars Unlimited, Northwest University or the City of Kirkland areas, and will continuously thereafter, inspect such Stars Unlimited or the City of Lake Stevens areas and all portions thereof which they enter and which they come in contact, and they do further warrant that their entry upon such Stars Unlimited or the City of Lake Stevens area or areas and their participation, if any in the event or activity constitutes an acknowledgment that they have inspected such Stars Unlimited or the City of Lake Stevens area and that if, at any time, they are in or about these areas and they feel anything to be unsafe they will immediately advise the officials of such and will leave the unsafe area(s):

1. **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** Stars Unlimited or the City of Lake Stevens and or any of its elected or appointed officials, officers, employees and agents all for the purposes, from all liability to the undersigned, their personal representatives, assigned heirs or next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of Stars Unlimited or the City of Lake Stevens or otherwise while the undersigned is in or upon or crossing the area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** Stars Unlimited or the City of Lake Stevens from any loss, liability, damage, or cost it may incur due to the presence of the undersigned in or upon the area or in any way competing, officiating, observing, or working or any purpose participating in the event and whether caused by the negligence of Stars Unlimited or the City of Lake Stevens or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of Stars Unlimited, or the City of Lake Stevens or to otherwise while in or upon the area and/or in preparation for, during or after competing, officiating, observing, or working for or for any purpose participating in the event.
4. **EACH OF THE UNDERSIGNED** expressly acknowledges and agrees that the activities at the event and in the areas are dangerous and involve the risk of serious injury and/or death. **EACH OF THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver and indemnify agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. **EACH OF THE UNDERSIGNED** permits the use of any photos or media taken during the 3on3 tournament to be used for future tournament advertising on fliers, social media, website or any other marketing material used by Stars Unlimited, or the City of Lake Stevens.
6. **EACH OF THE UNDERSIGNED HEREBY RELEASES** Stars Unlimited, or the City of Lake Stevens of any refunds in the case of cancellation due to weather, unforeseen health risks or anything out of the control of the Stars Unlimited, or the City of Lake Stevens and expressly acknowledges acceptance of the no refund policy and that the team fee goes toward a 501C3 non-profit donation. No refunds will be given after July 24th, however, if an unforeseen injury or circumstance occurs a full refund can still take place if its is requested before July 24.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event or activity sanctioned, authorized or promoted by Stars Unlimited, or the City of Lake Stevens during the entire season and applies to each and every event or activity herein above mentioned, and has the same effect as if executed after each and every event or activity in which the undersigned participants so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event or activity herein above described.

By signing the waiver all players, spectators, coaches and parents hereby do not hold Stars Unlimited, or the City of Lake Stevens responsible for any death, injury, sickness or harm that may occur playing in this 3on3 tournament.

The undersigned are aware that the dangers and risks of voluntarily playing or participating in this sport include, but are not limited to, falls, contact or collisions with other participants, equipment and facilities, and the effects of weather, including high heat and humidity (facilities may not be air conditioned). The undersigned understands that participant may incur a serious injury, including paralysis or death, as a result of the dangers and risks associated with participating in this sport. The undersigned certifies, each by signature below, that participant is in good health and physical condition and sufficiently able to voluntarily play or participate in this sport.

The undersigned players and parents understand that voluntarily playing or participating (including, but not limited to organized practice activities, conditioning activities, competition and scrimmages) in the sport of basketball (hereinafter "this sport") may be a potentially dangerous activity involving risk of injury. The undersigned understands that in this sport, an athletic participant can be seriously injured.

Please Print Clearly

Signed: _____ Print Name: _____ Date: _____

Mailing Address: _____

Email Address: _____ Emergency Phone Number: _____

Part "B" - PARENT/GUARDIAN WAIVER - RELEASE FROM LIABILITY

If participant is under 18 years of age, the parent(s) or guardian(s) must execute, in addition to the above, this additional waiver and remain on site while applicant is participating. The undersigned, _____ referred to as the parent(s), natural guardian(s) or legal guardian(s) _____, does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify Stars Unlimited, or the City of Lake Stevens, its elected and appointed officials, officers, employees, and agents from all liability, loss, cost, claim or damage whatsoever may be imposed upon Stars Unlimited or City of Lake Stevens because of any defect in or lack of such capacity to so act and release Stars Unlimited, or the City of Lake Stevens on behalf of the undersigned.

Name: _____ Relationship to Minor: _____