

WBA 2021-22

Release & Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration for permitting our child to participate in Winchester Basketball Association, Inc. (WBA) activities and related events (the "Programs"), we, on behalf of ourselves and our participating child or children, and their and our heirs, agents, assigns, successors, parents, and guardians, hereby covenant and agree to release, waive, absolve, resolve, indemnify, discharge, covenant not to sue, and hold harmless the WBA, MetroWest Basketball LLC, and each of their agents, officers, employees, coaches, directors, participants, players, organizers, sponsors, supervisors, opposing players, coaches, and organizations, officials, facilities and their owners and operators, as well as any other persons or entities involved in any WBA activity (of any kind or nature including games, practices, social activities, and any other activity of any kind) (the "Releasees"), from and against all claims, liability, loss, cost, demands, damage and expense of any kind or nature, whether known or unknown, caused or alleged to be caused by the Releasees, which may in any way arise out of or in connection with the participation of our child(ren) in any WBA activity.

As a condition of and in consideration of our child being allowed to participate in any way in the Programs, we further acknowledge, appreciate and agree that the risk of injury and illness from the activities involved in the Programs is significant, including (without limitation) the potential for injury and/or illness – in particular and not by way of limitation, risks of exposure, directly or indirectly, arising out of, contributed to or by, or resulting from any infectious or communicable disease, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19) and/or any mutation or variation thereof – and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury or illness does exist. We knowingly and freely, for myself and on behalf of my child(ren), assume all such risks, both known and unknown, even if arising from the actions, omissions, and/or negligence of the Releasees (as defined above) or others, and assume full responsibility for my and my child(ren)'s participation in the Programs. I CONSENT to my child(ren) participating in the Programs, acknowledge the potential for injury and/or illness arising therefrom, and voluntarily assume the risks therefrom, including, without limitation, the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in the Programs.

We further agree and warrant that if at any time I believe the conditions to be unsafe, we will immediately discontinue my child(ren)'s further participation in the activities. We fully understand that in addition to the risks of injury and illness relating to COVID-19 set forth above, (a) basketball activities involve risks and dangers of serious bodily injury including permanent disability, paralysis, and death (the "Risks") (b) these Risks and dangers may be caused by our own actions or inactions, the actions or inactions of others participating in the activities, the condition in which the activities take place, or the negligence of the Releasees listed below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and we fully accept and assume all such risks and all responsibility for losses, costs, and

damages that we incur as a result of participation in the such activities to person or property associated with my or my child's presence at, or participation in the Programs, including being transported to or from the Programs, whether arising from the negligence of the Releasees or otherwise. We further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT we, our child, or anyone on my behalf or my child's behalf, makes a claim against any of the Releasees, we will release, indemnify and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim. We intend this document to take effect as a sealed instrument.

We hereby further ACKNOWLEDGE, agree and represent that we understand the nature of basketball activities and that our child is qualified, in good health, and in proper physical condition to participate in such activities. My child has received a physical examination by a licensed medical doctor and has been found physically capable of participating in the sport of basketball. If applicable, I have provided written notice to the WBA setting forth any specific issue, condition, or ailment that my child has that may impact my child's participation in the Programs. I give my consent to have an athletic trainer and/or licensed medical doctor or dentist provide my child with medical assistance and/or treatment and agree to be financially responsible for the reasonable cost of any such assistance and treatment.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms. I understand that I have given up substantial rights on behalf of myself and my child(ren) by electronically signing this document, and I sign it freely and voluntarily without any inducement. I hereby waive all such rights above including the right to file a legal action or assert a claim for personal or physical injury or death of any kind.

WBA Rules of Conduct & Parent Guidelines

Participation in the WBA as a team, a player, a coach or spectator indicates a willingness to comply with the policies and rules as set forth by WBA. In its sole discretion, the WBA retains the right to take disciplinary action against anyone whose conduct or actions it judges in its sole discretion to be inappropriate in any way, or who engages in any type of unacceptable activity which causes disruption, or hinders the operation of the association. This disciplinary action may include suspension, probation, and /or expulsion. The following are some types of conduct and activities that would be considered inappropriate.

The list is not intended to be all-inclusive:

- Inappropriate language or gestures
- Use of profanity
- Verbal abuse
- Taunting or Bullying
- Violence or threats of violence
- Fighting
- Unsportsmanlike behavior
- Vandalism
- Failure to comply with a reasonable request from a WBA director
- Trespassing into closed areas of a facility or location in which a WBA activity is taking place

Any player who violates the rules of conduct may be subject to suspension of any length at the sole discretion of the WBA. Second and subsequent offenses will result in further disciplinary action. Prior disciplinary action will be taken into account when considering the penalty for any subsequent offense. Any spectator in violation of the rules of conduct may be asked to leave the gym and may not be allowed to return for the remainder of the season. All decisions by WBA will be final. All coaches are responsible for the conduct of their team players and parents, and should encourage the highest standard of conduct and sportsmanship among all team players.

Rules of Conduct:

The Winchester Basketball Association strives to provide participants a positive experience in an environment that will allow them to grow and improve their skills as well as their enjoyment of the game. In support of that goal the WBA has developed the following guidelines: Rules of conduct have been established to help maintain order, to reinforce strong values and attitudes, and to help promote good sportsmanship among all participants and spectators, and thereby create an atmosphere that will provide the best possible experience for all participants and spectators.

Guidelines for Parents:

Coaching from the sidelines may be counterproductive to the coach's methodology. That means parents refraining from coaching or refereeing from the stands. The referees at this level are far from perfect. However, it is more important to teach respect for the game than to try to win an argument on the court. Yelling at referees and players only creates problems for the players on the court and the organization as a whole. There will be no tolerance for yelling at players, officials, or coaches. The WBA reserves the right to ban parents or other spectators from the gym for any length of time or any number of games.