



P.O. Box 38,  
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### RELEASE, WAIVER AND INDEMNITY

**READ CAREFULLY, BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**IN CONSIDERATION of the acceptance of my application and the permission to participate as an entrant or competitor or student or a volunteer in Youth Drop-In Basketball.**

#### Participant Information

\_\_\_\_\_  
**Name of Participant**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Parent/Legal Guardian Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Emergency Contact**

\_\_\_\_\_  
**Emergency Phone Number**

#### Parent/Guardian Consent

**I am the parent or legal guardian of the above-named child and give my full permission for my child to participate in the Town of Kearney's Youth Drop-In Basketball Program.**

**I acknowledge that participation in recreational basketball involves inherent risks, including but not limited to falls, collisions with other participants, contact with equipment, overexertion, and other risks that may result in injury, illness, permanent disability, or death.**

**I confirm that my child is physically capable of participating in this program and that I have disclosed any medical conditions or concerns that may affect their participation.**

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## **Release of Liability**

**In consideration of my child's participation in this program, I, on behalf of myself, my child, my heirs, executors, administrators, successors and assigns, hereby release, waive and forever discharge The Corporation of the Town of Kearney, its Council members, officers, employees, volunteers, contractors, representatives, agents, successors and assigns (the "Releasees") from any and all liability, claims, demands, damages, costs, expenses, actions or causes of action arising out of or relating to any injury, illness, death, loss or damage suffered by my child while participating in, travelling to or from, or otherwise attending the Youth Drop-In Basketball Program.**

**This release applies regardless of whether such injury or damage is caused by negligence, breach of statutory duty, occupiers' liability, equipment failure, errors in judgment, or otherwise, except where prohibited by law.**

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## **Indemnity**

**I agree to indemnify and hold harmless the Releasees from any and all claims, demands, actions, damages, costs or expenses arising from or related to my child's participation in the Youth Drop-In Basketball Program.**

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## **Acknowledgement**

**I acknowledge and agree that:**

- **Basketball is a physical activity that carries inherent risks.**
  - **My child is expected to follow all rules, instructions and directions provided by Town staff.**
  - **The Town reserves the right to remove any participant whose behaviour is unsafe, disruptive or inappropriate.**
  - **I have had the opportunity to ask questions regarding this waiver and my child's participation.**
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## **Parent/Guardian Declaration**

**I certify that:**

- **I am the parent or legal guardian of the above-named participant.**
- **I have carefully read and fully understand this Consent, Waiver, Release and Indemnity.**
- **I voluntarily agree to its terms.**
- **I understand that by signing this document, I am giving up certain legal rights on behalf of myself and my child.**

**Parent/Legal Guardian Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_