

GENERAL WAIVER, RELEASE, ACKNOWLEDGEMENT OF RISK AND INDEMNIFICATION AGREEMENT

****THIS AGREEMENT MUST BE SIGNED AND PROVIDED TO SIXTH MAN BASKETBALL PRIOR TO ANY PARTICIPATION IN ANY SIXTH MAN BASKETBALL ACTIVITIES****

PLEASE NOTE: This Waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement (“Waiver Agreement”) is intended to be, and is, legally binding.

This Waiver Agreement is entered into by _____ on behalf of _____ (hereinafter “Sixth Man”) and Amaurys Fermin doing business as Sixth Man Basketball Academy (hereinafter “Sixth Man”) in relation to any and all activities sponsored, hosted, managed, organized by and/or participated in by Sixth Man.

If any aspect of this Waiver Agreement requires clarification, please have an agent or representative of Sixth Man fully explain it, before signing on behalf of yourself or for a Sixth Man participant that is under the age of 18.
By signing this Waiver Agreement and by participating in activities with Sixth Man, you and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to you or the person on whose behalf you are signing participating in Sixth Man activities, the facilities used by Sixth Man, whether the use is supervised or unsupervised.
Basketball and basketball related activities are a sport that has inherent risks. While Sixth Man offers basketball and basketball related activities in a controlled environment, there is still an assumed risk of injury to persons participating in Sixth Man activities.

In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon the behalf of the person for whom I am signing, that basketball and basketball related activities and the use of the facilities, equipment, classes and/or participation in Sixth Man activities have inherent risks. These risks include, but are not limited to any injury of damage resulting from: (a) Negligence of employees, volunteer assistants, independent contractors or principals of Sixth Man; (b) Negligent misuse of facilities used by Sixth Man; (c) Failure of equipment used by Sixth Man; (d) Personal health problems, whether mental or physical; (e) Negligence of other Sixth Man participants; visitors; or observers or persons who may be present in or around the facility that Sixth Man is using for Sixth Man related activities; (f) Negligence; and/or (g) Slipping and/or falling while at a facility being used by Sixth Man for Sixth Man related activities.

By executing this Waiver Agreement, the undersigned for myself or in my capacity as parent or guardian, hereby agree to and do release, indemnify and hold harmless Sixth Man and their employees, agents, officers, principals, independent contractors, representatives and/or volunteer assistants, from any and all injuries and damage which I, or the person upon whose behalf I am signing, may sustain or incur arising out of or related to the participation in Sixth Man activities, use of facilities used by Sixth Man, equipment used by Sixth Man or any other class, game, drill or activity related to Sixth Man, whether participation is supervised or unsupervised. I, for myself, or in my capacity as parent or guardian, my heirs, next of kin, assigns or personal representatives, and persons upon whose behalf I am signing the Waiver Agreement, hereby agree to and release, indemnify and hold harmless Sixth Man, and their employees, agents, officers, principals, independent contractors, representatives and/or volunteer assistants, from any and all causes of action, claims for damages or demands whatsoever.

THIS WAIVER AGREEMENT IS BINDING EVEN IF SIXTH MAN CAUSED OR CONTRIBUTED TO ANY DAMAGE OR INJURY THROUGH THEIR COLLECTIVE OR INDIVIDUAL NEGLIGENCE.

I and/or person on whose behalf I am signing, voluntarily assume complete responsibility for risks and any injuries or damage which may occur as a result of those risks even if the manner or type of injury or damage occurs in a manner that is not foreseeable at the time this Waiver Agreement is accepted. In consideration of participation in Sixth Man activities, I agree to and do release, indemnify and hold harmless, Sixth Man, their employees, agents, officers, principals, independent contractors, representatives and/or volunteer assistants, the owner of any facility that Sixth Man uses for Sixth Man activities from all liability, claims, demands and damages and further promise not to commence any action or proceeding asserting same. By signing this Waiver Agreement, I, for myself or in my capacity as parent or guardian, attest that I am an adult authorized to sign on behalf of myself or child as I am there parent or legal guardian.

By signing this Waiver Agreement, I acknowledge that I understand this Waiver Agreement is binding on the person on whose behalf it is signed, for that person, his/her heirs, next of kin, assigns, and personal representative.

A Sixth Man Participant’s eligibility for NCAA, collegiate sports and local school districts vary. Sixth Man and any events that Sixth Man may participate in are not responsible for determining each player’s eligibility. Before registering for any Sixth Man sponsored activity, contact your coach or athletic director and ask how your eligibility would be affected, if at all, by registering for and participating in any event with or through Sixth Man.

Should any part of this Waiver Agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this Waiver Agreement will remain in force.

Further, I hereby grant full permission for Sixth Man Basketball or any event organizer that the Sixth Man Participant may participate with Sixth Man, to record any or all of the Sixth Man Participant’s participation in the event for photos, motion pictures, TV, radio, recording, videotapes, and other media known or unknown, and to use them, no matter by whom taken, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to undersigned..

BY SIGNING THIS WAIVER AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS OF THIS WAIVER AGREEMENT, THERE ARE NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS WHICH HAVE BEEN MADE THAT ALTER, CHANGE OR MODIFY ANYTHING SET FORTH IN THIS WAIVER AGREEMENT. THE TERMS OF THIS WAIVER AGREEMENT MAY NOT BE CHANGED, EXCEPT IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SIXTH MAN BASKETBALL.

SIGNED:

PRINTED NAME:

EMAIL: _____

NAME OF SIXTH MAN PARTICIPANT:

RELATIONSHIP TO SIXTH MAN PARTICIPANT:

DATED: / /