Orange County Elite, Inc.
Elite Tournaments, Inc.
Waiver And Release Of Liability Agreement

PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS

In this document, *Orange County Elite, Inc.* and *Elite Tournaments, Inc.*, shall be equally and jointly known as, and referred to as "*Tournament Host*".

In consideration of being permitted to participate in any way, including travel to and from related events and activities of the *Tournament Host* and I, for myself, my personal representatives, heirs, executors, next of kin, and assigns, do hereby:

1) Acknowledge that I am familiar with the sport of Basketball and understand the rules governing the sport of Basketball and the importance of following these rules.
2) Agree that before participating, I will inspect the facilities and the equipment to be used, and if I believe anything is unsafe, I will immediately advise my coach or supervisor of such condition(s) and refuse to participate.
3) Acknowledge and fully understand that I will be engaging in a contact sport that might result in serious injury, including permanent disability or death, and severe social and economic losses due to, not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others; the rules of the sport of Basketball; or conditions of the premises or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
4) Knowing the risks involved in the sport of Basketball, I assume the risks and accept personal responsibility for the damages following such injury, permanent disability, or death. Further, I will not sue or make a claim against any of the released parties listed in paragraph 5 **(the "releasees"**) and I acknowledge that the *Tournament Host's* insurance does not provide coverage for my personal injuries.
5) Release, waive and discharge and covenant not to sue the *Tournament Host* and their respective administrators, directors, agents, coaches, and other employees or volunteers of the organization; event officials; medical personnel; other participants, their parents, guardian(s), supervisors and coaches; sponsoring agencies; sponsors; advertisers; and, if applicable, owners, lessors, and lessees of premises used to conduct the event, all of whom are hereinafter referred to as "releasees", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise to the fullest extent permitted by California law.
6) Acknowledge that this waiver, indemnification and release of liability expressly includes transportation to and from, or in connection with any activity or event of *Tournament Host* in any vehicle, including transportation to and from medical treatment.
7) Understand and agree that by signing this waiver, indemnification and release of liability, I am agreeing to release, indemnify the "releasees", **described in paragraph 5 above**, and hold them harmless from any and all liability, or costs, including but not limited to attorney fees, associated with or arising from my participation.
8) Understand and agree that if I am signing this waiver on Page 3, indemnification and release of liability on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf. I further agree that as a parent(s) or legal guardian(s) of a minor participant under 18 years of age, that I will instruct the minor participant to the above warnings and conditions and their ramifications, and that I consent to the minor's participation.
9) Understand and agree that this agreement shall be governed by and construed in accordance with the Laws of the State of California. All disputes and matters whatsoever arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court located in the State of California, U.S.A. to the exclusion of any other State or Country.

PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS

10) Understand and agree that this agreement may be terminated only by:
   a. Ceasing to participate in any and all activities of the *Tournament Host* AND
   b. Providing written notice to the *Tournament Host*; OR
   c. Signing and returning to the *Tournament Host* a later version of this agreement.

   Termination by written notice to the *Tournament Host* will not be effective until 120 days after I cease being a member of the *Tournament Host*.

I have read the above waiver, indemnification, and release of liability agreement, and understand that I give up substantial rights by signing it and knowing this, sign it voluntarily. I further agree that no oral representations, statements, or inducements, apart from the above agreement have been made. I agree that this agreement is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to have full force and effect. I agree to participate knowing the risks and conditions involved and do so entirely upon my own free will. I also acknowledge that if English is not my first language, that I have sought out the assistance of someone competent to translate this form to me. My signature on Page 3 shall be a declaration that I have so read and understand this Waiver and Release of Liability Agreement.

Authorization and Consent for Medical Treatment

I/we the undersigned parent, parents or legal guardian of the above named minor, do hereby authorize in the event of an injury, accident, or illness, the *Tournament Host*, its coaches, team representatives, directors, officers, agents, and assignees to seek and obtain care and medical treatment as shall be necessary under the circumstances. I/we hereby authorize and direct the above named to consent to any x-ray examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act, of a dentist licensed under the provisions of the Dental Practice Act, and on the staff of any general hospital holding a current license to operate a hospital from the State Department of Public Health or its equivalent. This authorization is effective whether such diagnosis or treatment is rendered at the office of said physician or dentist, at a hospital, or elsewhere. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of my aforementioned agents to give specific consent to any and all such diagnosis which in the exercise of his or her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned before rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. I also agree that this authorization to treat shall be valid in any state where such treatment is rendered. I also agree that if English is not my first language that I have sought out someone to translate this form to me and agree that by my signature that I have read and understood the document.

(Parent/Guardian Release) I am the parent or legal guardian of the minor listed on Page 3, and I am signing this waiver on Page 3, indemnification and release of liability agreement on behalf of said minor. The coaches are fully responsible for obtaining the signature of the parents.
A photocopy of this Waiver and Release of Liability Agreement will have the same effect as the original. This consent shall remain effective until December 31, 2010.

Orange County Elite, Inc.
Elite Tournaments, Inc.
Waiver And Release Of Liability Agreement

PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS

Team Name: _____

I have read and understand all 3 pages of the waiver, indemnification, and release of liability agreement and sign it voluntarily.

	Athlete's Printed Name & #	Parent's Signature	Emergency/Cell Phone
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Coach			
Coach			
Coach			

Coaches are responsible for obtaining signatures of the parents/guardians. Coaches must have ALL addresses and emergency contact information in his/her possession.

<u>This completed form must be turned in prior to the start of your first game.</u>