



ALL ABOUT BASKETBALL

David A. Brown | Personal Basketball Trainer | (815) 608-6069 | allaboutbasketball.org

Training Liability Waiver Form

PLEASE READ CAREFULLY BEFORE AGREEING OR SIGNING. THIS IS A RELEASE OF LIABILITY AND A WAIVER OF LEGAL RIGHTS

In consideration of my participation in basketball training with All About Basketball and by signing this Liability Waiver Form, I acknowledge that my participation in basketball and conditioning training and instruction, ball drills, physical conditioning, and other various disciplines entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; scrapes, twists, and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life-threatening hazards; strains, cuts, bruises, muscle soreness, and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

Furthermore, All About Basketball's employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless All About Basketball, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of All About Basketball's equipment or facilities, including any such claims which allege negligent acts or omissions of All About Basketball. Should All About Basketball or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against All About Basketball, I agree to do so solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against All About Basketball on the basis of any claim from which I have released them herein.

Participant's name:	
Signature:	
Date:	

MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE RISK IN BASKETBALL SPORTS AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND OF PROPER PHYSICALITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS ALL ABOUT BASKETBALL FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ALL ABOUT BASKETBALL OR OTHERWISE, AND FURTHER AGREE THAT IF DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Parent/Guardian name:	
Signature:	
Date:	