



**JAPANESE AMERICAN OPTIMIST BASKETBALL LEAGUE
LIABILITY WAIVER**

I, the undersigned, being the adult parent or guardian of the minor child listed below (“Participant”), in consideration of Participant being permitted to participate in basketball or any other activities sponsored by or involving the Japanese American Optimist Club of Los Angeles (JAO) (collectively, the “Activity”), and in recognition of JAO’s reliance thereon, agree to all terms and conditions set forth herein.

I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death or property damage. I am also aware of the contagious nature of bacterial and viral diseases, including COVID-19 (collectively, “Disease”) and the risk that Participant may be exposed to or contract Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of JAO, its officers, board of directors, agents or members, or the owners or lessors (and their respective employees) of any location used for the Activity (collectively, the “Sponsoring Parties”), including negligent emergency response or rescue operations. I understand that, while the Sponsoring Parties have implemented measures to reduce the risk of injury from the Activity and the spread of Disease, the Sponsoring Parties cannot guarantee that Participant will not be injured or become infected with Disease due to my participation in the Activity and that engaging in the Activity may increase my risk of injury or of contracting Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH OR PROPERTY DAMAGE ARISING FROM PARTICIPANT’S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE SPONSORING PARTIES OR OTHERWISE.

I hereby expressly waive and release any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, and costs or expenses of whatever kind (including attorneys fees) (collectively, “Claims”) against the Sponsoring Parties on account of injury, illness, disability, death, or property damage arising out of or attributable to Participant’s participation in the Activity, whether arising out of the ordinary negligence of the Sponsoring Parties or otherwise. I covenant not to make or bring any such Claims against Sponsoring Parties, and forever release and discharge Sponsoring Parties from liability under such Claims.

I hereby confirm that Participant is in good health, in proper physical condition, and does not have any medical or other conditions that would impair her ability to participate in the Activity. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while participating in the Activity. I will also follow all guidelines and requirements of the Sponsoring Parties at all times during the Activity. If at any time I (or Participant) believe conditions to be unsafe, that Participant is no longer in proper physical condition to participate in the Activity, or Participant begins experiencing symptoms of Disease or has a confirmed or suspected case of Disease, Participant will immediately discontinue further participation in the Activity.

Without limiting the generality of the foregoing, I understand that, in the primary interest of the safety of participants within the Activity, JAO **DOES NOT** permit players who have had two (2) concussions to participate in the Activity. I hereby certify that Participant has not had two (2) concussions of any severity during her lifetime. I further certify that I have watched the free concussion video at <https://www.cdc.gov/headsup/youthsports/training/index.html>.

I hereby consent, on behalf of Participant, to medical treatment deemed necessary if Participant is injured or require medical attention during their participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Sponsoring Parties from any Claims based on such treatment or other medical services.

BY SIGNING HERE, YOU HEREBY ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE FOREGOING LIABILITY WAIVER.

Date:	Parent or Guardian Signature:
Parent or Guardian Name (print):	
Participant Name:	
Organization/Team Name:	