

## **ACKNOWLEDGEMENT AND RELEASE**

In consideration of Netball America, Inc. permitting the undersigned from November 4, 2016 to November 6, 2016 to attend and participate in the U.S. Open Netball America Championships, and/or Netball Activities, the undersigned hereby acknowledges and agrees, as follows:

### **1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.**

**1a.** I am fully aware that Netball events may be physically demanding and that, accordingly, there may be inherent risks directly or indirectly related to my participation, including, but not limited to, physical injury (including catastrophic injury, or death), occurring during or after my participation, which may result not only from my actions, inaction, or negligence, but the actions, inaction, or negligence of others, the rules of play, the conditions of the premises, or any of the equipment used. This includes any risks not reasonably foreseeable to Netball America, Inc., and El Camino College.

**1b.** I affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in the Championship. I acknowledge participation may be physically and mentally challenging, and agree that it is my sole responsibility to seek competent medical or other professional advice, regarding any concerns or questions involved with my ability to take part in the Netball tournaments and clinics. By signing this Acknowledgement and Release, I assert that I am capable of participating in the Netball Championship. The fact that Netball America, Inc. agrees to permit your attendance and participation based on this Acknowledgement and Release and your representations is not a medical judgment that you are medically, physically or mentally able to attend and participate.

**1c.** I acknowledge the provisions of this Acknowledgment and Release and I expressly assume all risks and responsibility relating to my participation in the Netball tournament and/or clinics and I accept personal responsibility for the damages following any such injury.

\_\_\_\_\_ Initials

**2. RELEASE OF CLAIMS.** I hereby fully and unconditionally release and forever discharge Netball America, Inc., the Netball America Board of Directors, Management team and committees, the members, its teams and volunteers (collectively referred to as "Netball America"), and El Camino College of any and all liability, causes of action, claims, suits, controversies, agreements, promises, judgments, demands or other actions whatsoever, that I or my spouse, heirs, executors, administrators, successors or assigns have or hereafter, at any time, may have for injuries, disability or death or other damages of any kind against Netball America and El Camino College, arising out of or in connection with my participation in the Netball tournament and/or clinics, *even if caused by the negligence or fault of Netball America, or El Camino College, to the fullest extent permitted by law.*

\_\_\_\_\_ Initials

**3. MEDICAL EXPENSES.** As a participant at the 2016 U.S. Open Netball Championships, I may be admitted to any hospital or medical facility for diagnosis and treatment. In case of injury, accident or illness, I authorize the head coach or on-site medical/first aid staff to provide preliminary, appropriate medical treatment. If an emergency transport is deemed necessary, I authorize the same to summon an ambulance to transport me to the hospital. I request and authorize physicians, athletic trainers, technicians, first aid personnel, nurses, and dentists, to perform any diagnostic, treatment, operative procedures, and/or x-rays. By signing this Acknowledgement and Release, I accept responsibility for any and all medical expenses incurred that exceed the limits or are outside the tournament insurance coverage.

I understand that Netball America, Inc. does not diagnose health problems, does not provide medical advice and is not a substitute for medical attention.

\_\_\_\_\_ Initials

### **4. RELEASE OF LIKENESS.**

I agree to participate, from time to time, in certain photographs, videotapes, motion pictures, recordings or other record, whether print, on-line, audio or video, as arranged by Netball America, Inc. (collectively the "Recordings") and authorize Netball America, Inc. to record my voice, sounds, conversation, image, and likeness (collectively the "Likeness").

**I hereby release Netball America, Inc. from any and all claims and demands that I may have now or at any time arising from this Acknowledgement and Release or the use of the Likeness or Recordings, including but**

**not limited to, claims for personal injury, invasion of privacy, defamation, libel, right of publicity, infliction of emotional distress, or additional payment.**

I understand that all such Recordings, in whatever medium, are and shall remain the sole and exclusive property of Netball America, Inc. I understand that Netball America, Inc. has no obligation to use the Recordings or Likeness. I further understand that I have no right to approve any use of the Recordings or Likeness.

I hereby grant Netball America, Inc. a perpetual, worldwide, irrevocable, royalty-free, fully paid-up right and license to the unlimited use of my Likeness in connection with the Recordings throughout the universe in and in connection with or relation to the development, marketing, advertisement, licensing, sale, distribution, and promotion of any products, merchandise, services, or brands of this event.

\_\_\_\_\_ Initials

**5. PARTNERS, SPONSORS & MEMBERS.** I agree not to solicit or promote my services or netball association to partners, sponsors & members without the prior permission of Netball America or in accordance with a paid sponsorship agreement for the championships. Any violation may result in action taken by Netball America to seek damages for solicitation of partners, sponsors & members.

\_\_\_\_\_ Initials

**6. SEVERABILITY.** If any part of this Acknowledgement and Release is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the terms and provisions of this Acknowledgement and Release shall remain in full force and effect and shall not be affected, to the extent permitted by law.

**7. GOVERNING LAW.** The Acknowledgement and Release shall be governed and enforced in accordance with Texas law.

IN WITNESS WHEREOF, the undersigned has executed and agreed to this Acknowledgment and Release as of the date stated below. ***Client is urged to have this Acknowledgement and Release reviewed by an attorney before signing.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent (u/18)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Email Address: \_\_\_\_\_

Address, City, State, Zip, Country: \_\_\_\_\_

Phone #: \_\_\_\_\_