

We/I the parent(s) and/or legal guardian(s) of the above mentioned child, hereby give permission for said child to participate in programs sponsored by the Bellingham Youth Basketball Association (BYBA). We/I acknowledge that our/my child's participation in this activity is voluntary and is within the discretion of the BYBA and, in consideration thereof, we/I hereby release the Bellingham Youth Basketball Association (BYBA) and/or its Directors, Coaches and Volunteers from any and all claims which We/I or our/my child may have as a result of suffering personal injury in any way arising from or related to participation in the above described activity, resulting from any act or omission of the Bellingham Youth Basketball Association (BYBA), and/ or its Directors, Coaches and Volunteers.

We/I, on behalf of ourselves/myself and our/my above-named child hereby expressly waive in advance any and all rights to sue which we/I and/or our/my child may have against the Bellingham Youth Basketball Association (BYBA) and/or its Directors, Coaches and Volunteers to recover for any loss, damage or expense of any type in any way arising from or related to said child's participation in the above described activity.

We/I expressly agree to indemnify and hold harmless the Bellingham Youth Basketball Association (BYBA), and/ or its Directors, Coaches and Volunteers from any and all loss, damage, or expenses, including court's costs and attorney's fees, which they or any of them suffer as the result of our/my above named child or anyone on the child's behalf filing a civil action against Bellingham Youth Basketball Association (BYBA), and/ or its Directors, Coaches and Volunteers in any way arising from or related to said child's participation in the above described activity at any time either prior or subsequent to said child's eighteenth birthday.

The undersigned acknowledges that his/her participation in Bellingham Youth Basketball Association (BYBA), programs and activities is voluntary and within Bellingham Youth Basketball Association (BYBA) sound discretion. In consideration of being permitted to utilize the services, programs and/or activities of the Bellingham Youth Basketball Association (BYBA), the undersigned, his/her heirs, personal representatives and assigns, hereby waives in advance any and all rights to sue and agree to release, indemnify, defend and hold harmless the Bellingham Youth Basketball Association (BYBA), including any and all board members, coaches, officers, agents, and/or volunteers, from and against all claims, suits, demands, actions, causes of action, losses, damage or liabilities of any kind, nature or description, including but not limited to claims of negligence, property damage, accident, injury, illness and/or death and including indemnification and payment of any and all litigation costs and attorney's fees, arising out of or in any way related to the undersigned utilizing said Bellingham Youth Basketball Association (BYBA) services, programs and/or activities.

Furthermore, the undersigned understands and acknowledges that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. By signing this agreement, the undersigned expressly acknowledges the contagious nature of COVID-19 and that the undersigned may be exposed to and/or infected by COVID-19 at any point during the undersigned's utilization of Bellingham Youth Basketball Association (BYBA) services, programs and/or activities and that such exposure or infection may result in personal injury, illness, permanent disability and/or death and that by signing this agreement he/she is waiving (giving-up) any right to bring a lawsuit against Bellingham Youth Basketball Association (BYBA) based upon said exposure or infection, as provided in the first paragraph of this agreement.

The undersigned voluntarily agrees to abide by all social distancing guidelines, Bellingham Youth Basketball Association (BYBA) rules, regulations and protocols and understands that the Bellingham Youth Basketball Association (BYBA) may revise its rules, regulations and protocols at any time at its discretion and/or based upon updated recommended guidance and protocols issued by federal, state and local agencies.

The undersigned understands and agrees that the undersigned will not utilize the services, programs and/or activities of the Bellingham Youth Basketball Association (BYBA) if the undersigned (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath and/or other flu like symptoms; (ii) has a suspected and/or diagnosed/confirmed case of COVID-19; or (iii) has been exposed to any person who has a suspected or confirmed case of COVID-19.

The undersigned hereby acknowledges and agrees that he or she has read and understands this agreement and that he or she is legally bound by this agreement.

Printed Name: _____

Signature: _____

NOTE: This is a legal document in which you agree to give up the right to sue the Bellingham Youth Basketball Association (BYBA) in the event you are injured, become ill, or die as a result of participating in the above described activity; if you do not understand the language or have any questions, consult an attorney before electronically signing.