



# PAYE'S PLACE

## Consent to Participate, Waiver and Release

Date \_\_\_\_\_

Athlete Name \_\_\_\_\_  
First Name Last Name Age / Birth date

School Grade Sports

Athlete Address City Zip Code Email

Home Phone Cell Phone Work Phone

**Minor: Yes or No If yes, then I, \_\_\_\_\_ as the parent/legal guardian of the athlete agree to:**  
Name of Parent/Legal Guardian

***In consideration of the use of the property, facilities and/or services of Paye's Club Basketball, (Club hereinafter means Paye's Place, Paye's Club Basketball, Paye's Club Baseball, Paye's Club Football, Paye's Performance Volleyball and it's associated teams, Paye's Sports performance and First Down Promotions, Inc. and their owners, officers, directors, managers, employees, coaches, agents, representatives and affiliates inclusive), which includes Club or any AUXILIARY ORGANIZATIONS (Auxiliaries) participating or sponsoring Recreational Sports Programs, including travel related thereto, the undersigned agrees as follows:***

- RISK FACTORS:** The undersigned understands and acknowledges that participation in athletics carries an inherent risk of injury, even if the greatest care is exercised. Accordingly, athletes and guests may injure themselves while attending or using our facility and/or off-site locations while being instructed by Club. The use of equipment, facilities and services provided by the Club involves risks such as, but not limited to, the following which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**
- ASSUMPTION OF RISK.** The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those **RISK FACTORS** described in section 1 above.
- ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
- PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in the activity itself, then they shall direct such questions to the appropriate staff member on site.
- RELEASE.** The undersigned **RELEASES** the Club and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury, property damage or personal property loss or damage whether or not caused by the acts, omissions or other fault of the parties being released.
- WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

- 7. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the Club (hereinafter referred to as "indemnatee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnatee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnatee, the undersigned or anyone else.
- 8. **PAY.** The undersigned agrees to pay for any or all damages to any property or indemnatee caused by the undersigned either negligently, willfully, or otherwise.
- 9. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
- 10. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- 11. **INSURANCE.** The undersigned understands that the Club and its auxiliaries do not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.
- 12. **FEES.** The undersigned understands that no credits, refunds or discounts of fees will be given for non-participation for any reason including coach's decision, illness, injury or personal discretionary choice. Players may be suspended for non-payment of fees or poor sportsmanship conduct by player or parent. Suspension of player does not waive fees.
- 13. **TRAVEL TOURNAMENTS.** The undersigned understands that club fees do not include any extra "travel" tournaments or unscheduled tournaments chosen by coaches. The extra tournaments all require an entry fee for the team, as well as expenses to cover the coaches' expenses and travel costs. All players competing in these extra tournaments are responsible for the extra fees and costs associated with these trips. Participation in all tournaments is at the coach's discretion. All waivers and releases listed here extend to all activities associated with participation in extra and travel tournaments.
- 14. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

Signature of Athlete: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Parent/Legal Guardian if athlete is a minor.

**CONSENT AND RELEASE ON BEHALF OF MINOR ATHLETE**

I am the parent and/or legal guardian of the above named minor. I have read and understand that this agreement involves surrendering valuable legal rights of named minor and me. I agree to be bound by all terms of this agreement. I give my consent for the participation of named minor in the activities of Club.

\_\_\_\_\_  
 Signature of Parent/Legal Guardian - Consent and Release on Behalf of the Minor Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name of Parent/Legal Guardian Cell Phone Work Phone

\_\_\_\_\_  
 Address City Zip Code Email

**EMERGENCY CONTACT INFORMATION:**

NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_