

BASKETBALL CHILD PARTICIPATION LIABILITY RELEASE,
MEDICAL TREATMENT AUTHORIZATION AND DAMAGE RESPONSIBILITY AGREEMENT

In consideration for Cathedral High School ("Cathedral") allowing _____ ("Child") to participate in the Cathedral High School Lady Irish Hoops Basketball League ("League") to be held at Cathedral High School ("Cathedral Property"), I/we as the parents and/or legal guardians of Child, on our behalf and on behalf of our Child to the extent Child is a minor, as well as on behalf of our and Child's heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

Acknowledgment and Assumption of Risks: I/we understand and acknowledge that participation in the League (including practices, drills, games, etc.) as well as access to or use of the Properties are potentially hazardous activities that involve risks, known and unknown, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to ourselves, Child or other persons and/or damage to property. These risks include, but are not limited to, negligence of Cathedral, League Coaches or others, improper supervision, intentional and unintentional physical contact, improper maintenance or design, known or unknown medical conditions, improper use of equipment or equipment failure and acts of others on the Properties and/or participating in or involved with the League. I/we accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to our and Child's access to or use of the Properties and/or participation in the League, and acknowledge that we and Child are voluntarily entering and using the Properties and/or participation in the League even with knowledge of these risks.

Liability Release: Acknowledging that such risks exists, I/we hereby **RELEASE AND DISCHARGE** Cathedral, and/or anyone else associated in any way with Child's access to or use of the Properties and/or participation in the League including, but not limited to, Ed Freije, other members of the Lady Irish Basketball staff, the volunteer coaches, other players and their families (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I/we, Child or anyone on our or Child's behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to our or Child's access to or use of the Properties and/or participation in the League, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Governing Law and Venue: This document is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Hamilton County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

Medical Treatment Authorization: In the event Child becomes injured or ill during any practice or game, I/we authorize Cathedral to secure first aid and/or the services of any legally qualified physician or hospital and I/we agree to assume any financial obligations incurred therewith.

I/we have read and fully understand this Basketball Child Participation Liability Release, and Medical Treatment Authorization Agreement and agree to be bound by its terms. I/we understand that by signing this document I/we are waiving certain legal rights for ourselves and Child, including the right to sue the Released Parties. I/we sign this document on behalf of Child and ourselves freely and willingly.

Mother and/or Guardian of Child Signature
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Father and/or Guardian of Child Signature