

**URBAN HOOPS & DREAMS INC. (AKA 'URBAN HOOPS BASKETBALL')
VIRGINIA WAIVER, RELEASE, ASSUMPTION OF RISK, AND
INDEMNIFICATION AGREEMENT**

PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Age: _____

Grade Entering in Fall: _____

Parent/Guardian (if under 18): _____

Address: _____

Mobile: _____ **Email:** _____

1. ACKNOWLEDGMENT OF RISK

I understand that participation in basketball programs, including clinics, leagues, camps, workouts, and open runs conducted by Urban Hoops Basketball, involves **inherent risks of serious injury**, including but not limited to:

- Sprains, fractures, ligament damage
- Head injuries, including concussion and traumatic brain injury
- Permanent disability or death

I acknowledge that such risks are **inherent to athletic activity** and cannot be eliminated without altering the nature of the program.

Initials: _____

2. ASSUMPTION OF RISK

I knowingly and voluntarily assume **all risks of participation**, including those arising from the **ordinary negligence** of Urban Hoops Basketball and its agents, to the fullest extent permitted by Virginia law.

3. RELEASE OF LIABILITY

In consideration for participation, I, on behalf of myself, my heirs, assigns, and legal representatives, hereby:

Release, waive, discharge, and covenant not to sue Urban Hoops Basketball and its:

- Owners, officers, directors
- Coaches, trainers, staff, and volunteers
- Independent contractors and officials
- Facility owners/operators and landlords
- Sponsors and insurers

(collectively, the “Released Parties”)

from any and all claims, demands, losses, or damages arising out of or related to participation, including claims arising from the **ordinary negligence** of the Released Parties.

This release does not apply to gross negligence or willful misconduct, as required under Virginia law.

4. PRIMARY ASSUMPTION / PARTICIPANT RESPONSIBILITY

I acknowledge that I (or my child):

- Am responsible for my own safety and conduct
- Will inspect facilities and equipment prior to participation
- Will immediately report unsafe conditions
- Will follow all rules, instructions, and supervision

I understand that **failure to follow safety instructions increases risk and may void coverage protections.**

Initials _____

5. INDEMNIFICATION & HOLD HARMLESS

I agree to **indemnify, defend, and hold harmless** the Released Parties from any and all claims, liabilities, damages, or expenses (including attorney's fees), including:

- Claims brought by or on behalf of the participant
- Claims by third parties arising from participant conduct
- Claims arising from breach of this Agreement

This includes a **duty to defend upon notice of claim**, regardless of fault.

6. CONCUSSION AND HEAD INJURY POLICY

I acknowledge and agree:

- Basketball involves risk of **concussion and head injury**
- Symptoms include headache, dizziness, confusion, nausea, and sensitivity to light/noise
- I (or my child) will **immediately report symptoms**
- I (or my child) will be **removed from play immediately** if a concussion is suspected
- Return to play requires **written medical clearance**

I agree to comply with all concussion protocols consistent with **Virginia youth sports safety standards**.

7. MEDICAL AUTHORIZATION & FITNESS

I certify that I (or my child):

- Am physically able to participate
- Have disclosed any relevant medical conditions

I authorize Urban Hoops Basketball to obtain emergency medical treatment if necessary and accept full financial responsibility for any resulting costs.

Initials: _____

8. INSURANCE DISCLOSURE

I understand and acknowledge:

- Urban Hoops Basketball maintains **commercial general liability insurance through K&K Insurance**, designed primarily to protect the organization—not participants
 - Such policies **may exclude or limit participant injury coverage**
 - I am responsible for maintaining my own **health and accident insurance**
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9. FACILITY / PREMISES USE

I acknowledge that all facilities and equipment are used **at my own risk** and are accepted in their present condition.

10. MINOR PARTICIPANT CLAUSE

If signing for a minor:

- I understand this Agreement may not fully bar a minor’s claim under Virginia law.
 - I agree to **indemnify and hold harmless** the Released Parties from any claims brought by or on behalf of the minor.
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11. USE OF IMAGES FOR PROMOTIONAL PURPOSES

I agree to that :

- Urban Hoops Basketball has exclusive rights to use pictures, images, and video footage of my child taken during the execution of its programming and/or delivery of its services to be used by Urban Hoops Basketball for promotional purposes only.

Initials _____

12. ELECTRONIC SIGNATURE COMPLIANCE

I agree that:

- This Agreement may be executed electronically
- Digital signatures and checkbox acknowledgments are legally binding under the **E-SIGN Act and Virginia law**
- This Agreement is enforceable as if physically signed

REQUIRED ONLINE ACCEPTANCE (MANDATORY FOR REGISTRATION)

- I agree to the Waiver and Release of Liability
 - I understand and accept the Assumption of Risk
 - I acknowledge the Concussion Policy
 - I agree to Indemnification and Insurance Terms
 - I agree to allow Urban Hoops Basketball exclusive use of images
 - I consent to Electronic Signature
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13. SEVERABILITY

If any provision is found unenforceable, the remainder shall remain in full force.

14. GOVERNING LAW

This Agreement shall be governed exclusively by the laws of the Commonwealth of Virginia.

Initials: _____

15. FULL RELEASE ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I AM WAIVING SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR ORDINARY NEGLIGENCE. I SIGN THIS AGREEMENT FREELY AND INTEND IT TO BE A COMPLETE RELEASE OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Participant Signature: _____ **Date:** _____

Parent/Guardian Signature (if under 18): _____ **Date:** _____

Urban Hoops Basketball Representative: _____ **Date:** _____

Title of Urban Hoops Basketball Representative: _____

Initials _____