

**CONSENT, WAIVER AND RELEASE BY PARENT OR GUARDIAN
(CHILD PARTICIPANT)**

STONY PLAIN BASKETBALL



READ THIS CAREFULLY!

WE ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. We are the parents or legal guardians of _____ (the "Participant").
2. We consent to and provide our permission for the Participant to participate in the following basketball sports program offered by the Stony Plain Basketball operated by Stony Plain Baptist Church.

Spring Basketball Program – March 8 – June 6, 2010.

3. We confirm that the Participant is in proper physical condition to participate in the Spring League. We understand and acknowledge that:
 - a. the Participant's participation in the Spring League could in some circumstances result in physical injury; and
 - b. during the Spring League the Participant may participate in training and activities both on Stony Plain premises and elsewhere in the City of Edmonton and may be a passenger in a vehicle driven by a Stony Plain Basketball employee or volunteer, which vehicles may or may not be owned by Stony Plain Basketball.
4. Stony Plain Basketball is prepared to allow the Participant to participate in the Spring League on the express condition and understanding that the Church and its employees, officers, agents, volunteers, students, contractors and board members be absolved from any responsibility for any loss or injury which the Participant may suffer.
5. In return for Stony Plain Basketball allowing the Participant to engage in the Spring League, we agree as follows:
 - (a) Neither we nor the Participant will sue the Church for any harm suffered by the Participant and, in particular, we hereby release, and the Participant, through our guardianship and agency hereby releases, the Protected Parties from any and all liability whatsoever for any injury or loss, including death, or expense that the Participant or we, or any of us, may suffer, incur or be put to in respect of any occurrence or thing occurring to the Participant while engaged in, or while being transported to or from, or while observing, or while being in the vicinity of, the Spring League even where such injury, loss or expense is wholly or partly attributable to the negligence of the persons we are releasing hereunder.
 - (b) If the Participant, the Participant's parents or anyone acting on the Participant's behalf, does sue you for any harm suffered by the Participant, we will reimburse you for your losses and in particular, we agree to reimburse, indemnify and save harmless the Protected

Parties, and each of them, from and against any and all claims, judgments, causes of action (and all solicitor client fees incurred in defending the same) brought or obtained against the Protected Parties, or any of them, by any person, including the Participant, the Participant's parents or anyone acting on the Participant's behalf, by reason of any injury, loss or expense suffered by or occurring to the Participant while engaged in, or while being transported to or from, or while observing, or while being in the vicinity of, the Spring League even where such loss, injury or expense is wholly or partly attributable to the negligence of the Protected Parties or any of them.

(c) We agree to indemnify and save harmless any of the Protected Parties from and against and or pay to the Protected Parties any and all loss, damage, expense or liability suffered or incurred by any Protected Parties for any and all claims, judgments and costs (including solicitor client legal fees) incurred or suffered by or put forward or obtained against any Protected Parties as a result of any legal action against any Protected Parties (whether directly or by way of third party proceedings) to claim damages or contribution for or in respect of any injury, loss, damage or expense arising from or in any manner connected with the Participant's attendance at or participation in the Spring League.

We are providing this waiver, release of liability and indemnity in addition to any other waiver, release or indemnity that we have given to the University in connection with the Church or any other matter.

6. Where there is only one parent or guardian signing this agreement the plural herein is deemed to include the singular. Where there are two parents or guardians signing this agreement their obligations are joint and several.

7. We recognize that we should read this agreement before signing it, but we agree to be bound by the terms of this document whether we have read it or not. WE ARE AWARE THAT BY SIGNING THIS DOCUMENT WE AND THE PARTICIPANT ARE, AMONG OTHER THINGS, GIVING UP OUR RIGHT TO SUE CERTAIN PERSONS IF THE PARTICIPANT IS INJURED OR SUFFERS SOME OTHER LOSS EVEN WHERE IT IS THAT PERSON'S FAULT.

SIGNED under seal this _____, day _____ of, 20 _____ .

Signature of Parent/Guardian Print Name Witness

Signature of Parent/Guardian Print Name Witness

Protection of Privacy - The personal information requested on this form is collected and protected under the authority of Part 2 of the *Alberta Freedom of Information and Protection of Privacy Act*. It will be used to administer the Consent, Waiver and Release of Liability. Records generated as part of this process will be securely and confidentially by Stony Plain Basketball. Direct questions expressly related to the collection and use of this information to: Director of Operations of Stony Plain Basketball, Box 3139, Stony Plain Alberta, T7Z 1Y4. Telephone 780-963-4843.