



## **2024 CBL (CHANKZ BADMINTON LEAGUE) – WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**BY SUBMITTING THIS WAIVER FORM FOR THE 2024 CBL (CHANKZ BADMINTON LEAGUE), PARTICIPANT AFFIRMS HAVING READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IN CONSIDERATION for my involvement in THE 2024 CBL (CHANKZ BADMINTON LEAGUE), I acknowledge, appreciate, and agree that:**

1. I risk bodily injury, including paralysis, dismemberment disability and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.
2. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation or if I observe any concern in my readiness for participation, I will immediately bring such to the attention of the nearest official and refrain from participation.
3. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise not to sue the 2024 CBL (CHANKZ BADMINTON LEAGUE) organizing committee, their officers, volunteers, staff, sponsors, and/or agents, ("releasees") with respect to any and all injury and loss arising from my participation, whether caused by the negligence of the releasees, the condition of the premises or otherwise, except that which is the result of gross negligence or wanton misconduct to the fullest extent permitted by law.
4. I knowingly and freely assume all risk, both known and unknown, even if arising from the negligence of the releasees or others.

5. I agree to be bound by the rules and regulations of 2024 CBL (CHANKZ BADMINTON LEAGUE) and I hereby stipulate that I am eligible to play in the events for which I am applying and that I understand that the above mentioned make no representation or warranty with respect to the condition of the premises or the operation of event.

6. I hereby grant to 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee, its licensees and contractors including photographers, televisions, and motion picture companies, their affiliates and subsidiaries, full television and motion picture rights including authority to film or videotape me during matches, narratives, personal interviews, or comment thereon for any and all commercial, news or other purposes together with the right to transfer or grant their rights to others, all without remuneration or compensation to me whatsoever.

#### HOLD HARMLESS WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee has put in place preventative measures to reduce the spread of COVID-19; however, 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending 2024 CBL (CHANKZ BADMINTON LEAGUE) could increase your risk and your child(ren)'s risk of contracting COVID-19.

It is my intent as a participant or player at 2024 CBL (CHANKZ BADMINTON LEAGUE), while participating during activities including any pre-game or post-game activities that I am agreeable to the following:

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for COVID-19 and/or any mutation or variation thereof;

IN CONSIDERATION OF HAVING THE OPPORTUNITY TO PARTICIPATE AT 2024 CBL (CHANKZ BADMINTON LEAGUE), AND IN ACKNOWLEDGING THAT I HAVE READ THIS HOLD HARMLESS WAIVER AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN

UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY, KNOWINGLY AND WILLINGLY WITHOUT ANY INDUCEMENT.

By submitting my entry, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending 2024 CBL (CHANKZ BADMINTON LEAGUE) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at 2024 CBL (CHANKZ BADMINTON LEAGUE) may result from the actions, omissions, or negligence of myself and others, including, but not limited to, 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee, volunteers, and program participants and their families. I will also abide by the 2024 CBL (CHANKZ BADMINTON LEAGUE) RULES

I hereby voluntarily agree to assume all of the foregoing risks, hold harmless, and indemnify 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee and its trustees, agents and its volunteers from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I also accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at 2024 CBL (CHANKZ BADMINTON LEAGUE). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless both 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee, their agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee and its agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation.

By signing this waiver, the signer agrees to hold harmless the Plainsboro Township from any liability for injuries and incidents while using its recreational facilities for participating in 2024 CBL (CHANKZ BADMINTON LEAGUE)

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against

communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above and agree to indemnify and hold harmless 2024 CBL (CHANKZ BADMINTON LEAGUE) Organizing Committee for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I have read this Release of Liability and Waiver Agreement, fully understand its terms, and understand that I have given up substantial rights by agreeing to its terms freely and voluntarily without any inducement.