



2022 NIRSA Regional Basketball Championships

Host: The University of Texas at Arlington

Accident Waiver and Release of Liability Form

In consideration of being allowed to participate in any way in NIRSA and NIRSA Services Corporation (NSC) related events and activities, the undersigned:

Agrees that the participant should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, the participant should immediately advise the participant’s coach or supervisor of such condition(s) and refuse to participate.

Acknowledges and fully understands that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence but the action, inaction, and negligence of others, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.

Agrees to follow all COVID-19 policies and procedures established the college or university where the participant is enrolled and to also read and fully comply with the NIRSA Code of Conduct which all participants are required to follow as a condition to participating in the event or activity.

Acknowledges and fully understands that notwithstanding the implementation of, and compliance with, **The University of Texas at Arlington COVID-19 Safety Guidelines**, Code of Conduct, there remains a risk that participant may be exposed to and infected by COVID-19 while travelling from or to the event, engaging in activities outside of participation in the event, or participating in the event and that such risk cannot be fully eliminated despite strict adherence to **The University of Texas at Arlington COVID-19 Safety Guidelines**.

Acknowledges and fully understands that the bulk of COVID-19 exposure and transmission risk for participants, coaches, staff, and spectators will take place outside of the events themselves, during travel, housing, and socializing activities and the NIRSA is unable to control such activities and cannot be expected to monitor all such activities.

Acknowledges and understands that spectators or other non-participants may be in attendance at the event who are not subject to **The University of Texas at Arlington COVID-19 Safety Guidelines** and Code of Conduct and that despite efforts by NIRSA or NIRSA Services Corporation to limit close contact between spectators and participants, such close contacts may occur which may increase the risk of exposure to participants and infection by COVID-19.

Agrees, acknowledges, and fully understands that testing positive for or exposure to COVID-19 within 14 days of, or while in attendance at, the event will likely result in disqualification from participation in the event.

Assumes all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death, including injury, permanent disability, death, or event disqualification that may occur due to exposure to or infection with COVID-19 while traveling to or from the event and while participating in the event.

Release, waive, discharge and covenant not to sue NIRSA or NIRSA Services Corporation, affiliated clubs, their respective administrators, trustees, officers, directors, agents, and other employees of the organizations, other members/participants, sponsoring/hosting agencies/universities, volunteers, sponsors, advertisers, and if applicable, owners and lessors or premises used to conduct the event, all of which are hereinafter referred to as “releasees,” from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses, or damages on account of injury, including death and damage to property, caused or alleged to be caused in whole or in part by participating in the event or activity and caused in whole or in part by the negligence of the releasees or otherwise. This release expressly includes, but is not limited to, all injury, disability or death arising from any exposure to COVID-19 while travelling to or from the event or activity or participating in the event or activity.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event.

I understand that at this event or related activities I may be photographed; I agree to allow my photo, video or film likeness to be used for any legitimate purpose by NIRSA, NSC, event holders, producers, sponsors, organizers and or assigns.

I understand that NIRSA does not provide insurance for me, and I represent and warrant that I have personal health insurance coverage.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have read the above waiver and release, understand that I have given up substantial rights by signing it and sign it voluntarily.

Participant's Name: _____ Age: _____

Participant's Signature: _____ Date: _____

College/University Name: _____

Medical Insurance Company and Policy Number: _____

Parent/Guardian Waiver for Minors (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian's Signature: _____ Date: _____