



2018 NATIVE AMERICAN BASKETBALL INVITATIONAL PARTICIPANT WAIVER & RELEASE FORM

WAIVER & RELEASE FORM MUST BE TYPED

A participant's Waiver & Release Form will **NOT** be accepted, if hand written, which includes any participants attending Check-In with a handwritten Waiver & Release Form. If hand written, players will **NOT** participate in Tournament play. Coaches, please ensure you and your team adhere to this rule to avoid non-participation and the following:

- Complete the entire application;
- Coaches are prohibited to sign for participants, unless the coach is a Parent or Legal Guardian;
- Waiver & Release Forms are due at Check-In: Sunday, July 8, 2018:
 - Do not send any Waiver & Release Forms to the NABI Foundation; it will **NOT** be accepted; All Forms will be collected at Team Check-In on Sunday, July 8, 2018.

**PARTICIPANT INFORMATION
WAIVER and RELEASE
CODE OF CONDUCT**

**2018 NABI
JULY 8-14**

INSTRUCTIONS

To participate in the NABI Tournament, every player and coach ("Participants") must read, complete, and sign all three (3) parts of this form.

Part I – Participant Information

- Fully complete the Participant Information. **(MUST BE TYPED. HANDWRITTEN FORMS WILL NOT BE ACCEPTED).**

Part II – Participant Waiver & Release

- Every Participant must read and agree and adhere to terms and conditions of the Waiver & Release.

Part III – Code of Conduct

- Every Participant must read and agree and adhere to the Participant Code of Conduct by signing Part III.

Part IV – Acknowledgment and Signature(s)

- Participants age 18 and over: Read and sign indicating you consent to this Agreement.
- Participants under age 18: Participant and Participant's parent or legal guardian must sign the Acknowledgment.

This form may be duplicated for each participant.

PART I – PARTICIPANT INFORMATION

PERSONAL INFORMATION APPLICATION MUST BE TYPED

TEAM NAME:		DIVISION: <input type="checkbox"/> BOYS <input type="checkbox"/> GIRLS	
HEAD COACH NAME:			
PARTICIPANT NAME:		D.O.B.:	AGE:
MAILING ADDRESS:			
CITY:	STATE:	ZIP CODE:	
EMAIL:		PHONE:	

Parent or Legal Guardian (if Participant is under 18 years of age)

Name:
Address (if different from Participant's address):
Phone Number:

Emergency Contact (every Participant must provide Emergency Contact information)

Name:
Address (if different from Participant's address):
Phone Number:

Insurance

<input type="checkbox"/> Participant is registered in the database at the following IHS Facility		
Facility Name:	City:	State:
<input type="checkbox"/> Participant has private insurance		
Ins. Company:	ID or Group#:	Phone:

Tribal Affiliation (LIST ALL TRIBAL AFFILIATIONS WITH PARTICIPANT)

Tribe:	
Enrolled Member? Yes <input type="checkbox"/> No <input type="checkbox"/>	Tribal ID #:

School Information

High School:		
Grade:	GPA:	Graduating senior? Yes <input type="checkbox"/> No <input type="checkbox"/>

PART II - WAIVER AND RELEASE FROM LIABILITY

Please read and sign below indicating that you understand and agree to the following terms and conditions.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the **NABI Foundation**, the promoters, other participants, operators, officials, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers, employees, and agents (collectively referred to as "NABI and Others") from any and all present or future claims that may be made by the undersigned or the undersigned's personal representative, assigns, heirs, or next of kin, for property damage, personal injury, or wrongful death arising from, or as a result of, or in connection with Participant's participation in the NABI-sponsored program or event ("Event"), whether caused by the negligence of NABI and Others or otherwise.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS NABI and Others from any loss, liability, damages, or costs relating to any claims arising from, or as a result of, or in connection with Participant's participation in the Event.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising from, or as a result of, or in connection with Participant's participation in the Event. The undersigned understands and agrees that NABI and Others are not responsible for any injury or property damage arising from, or as a result of, or in connection with the Event, even if caused by the negligence of NABI or Others or otherwise.
4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES AT THE EVENT INVOLVE THE RISK OF SERIOUS BODILY INJURY, DEATH, OR PROPERTY DAMAGE. THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING, OR VOLUNTARILY ALLOWING PARTICIPANT TO PARTICIPATE, IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND WITH THE WILLINGNESS TO ACCEPT ALL RISKS OF SUCH PARTICIPATION.
5. THE UNDERSIGNED EXPRESSLY AGREES THAT THIS release, waiver, and indemnification agreement is intended to be and shall be interpreted, construed, and governed by the laws of the State of Arizona. The undersigned expressly consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Maricopa County, State of Arizona, over disputes arising under or relating to this release, waiver, and indemnification agreement. The undersigned agrees that this release, waiver, and indemnification agreement is intended to be interpreted as broad and inclusive as is permitted by the law of the State of Arizona, or the law of such other jurisdiction that may adjudicate any dispute arising out of or relating to this Agreement, if other than Arizona, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. THE UNDERSIGNED HEREBY AGREES TO ALLOW NABI AND OTHERS use Participant's name and likeness free of charge in any manner and for any purpose, without compensation to Participant or the undersigned, and RELEASES ALL RIGHTS TO ALL PHOTOS, VIDEO, OR OTHER MEDIA TAKEN for use, re-use, publishing, re-publishing the same in whole or in part, individually or in conjunction with other such media, in any medium and for any purpose whatsoever, including, but not limited to, illustration, promotion, advertising and trade, and to use Participant's name in conjunction therewith.
7. THE UNDERSIGNED AGREES to allow NABI and Others to contact me regarding any NABI-related program or event.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

PART III - PARTICIPANT CODE OF CONDUCT

This code of conduct is established to reflect positive behavior and choices in the development of the youth TOURNAMENT serves. This code strictly prohibits the use of illegal intoxicating drugs, performance-enhancing drugs, alcohol, and all forms of harassment and discrimination. By participating in the TOURNAMENT, I agree to abide by the code of conduct, rules and regulations of the TOURNAMENT and will conduct myself in a manner that reflects positive character that will make myself, my family, my tribe, and other TOURNAMENT participants proud. Breaking the code of conduct will result in my immediate dismissal of the tournament, removal from TOURNAMENT host hotel, and may jeopardize my eligibility for future NABI tournaments and events.

ACKNOWLEDGEMENT AND SIGNATURE(S)

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE ABOVE WAIVER & RELEASE AND CODE OF CONDUCT.

Participant Name: _____
(Please print)

Participant Signature: _____ Date: _____
(All Participants)

Parent and/or guardian name: _____
(If participant is under age 18) (Please print)

Parent or guardian Signature: _____ Date: _____