



## WAIVER AND RELEASE OF LIABILITY

**Note: This form must be read and signed before the participant is permitted to take part in event sessions. By signing this agreement, the participant affirms having read it.**

In consideration of my involvement at this and any future Bay Badminton Center Training Programs, Open Gyms, or any other Programs, Events, or Activities, however named, organized, and/or announced (collectively, the “Bay Badminton Center Programs”) under the auspices of Bay Badminton Center, Inc. (“Bay Badminton Center”) and/or USA Badminton, I, on behalf of myself and as parent or guardian of the minor child (if any) listed below, and our heirs expressly and freely 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 knowingly and freely assume all such risk; both known and unknown, even if arising from the negligence of others;
3. I willingly agree to comply with the state 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; and
- 3a. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless, indemnify and promise not to sue USA Badminton, the committee, their sponsors, their owners, officers, volunteers, employees, sponsors, agents, and all other persons or entities officially connected with Bay Badminton Center and/or USA Badminton (“releasees”) with respect to any and all loss, damage, injury, expense or liability on account of, or in any way resulting from, personal injuries, death, or property damage, even if caused by negligence in any way connected with the participation of myself or my minor child.
4. I agree to be bound by the rules and regulations of the International Badminton Federation and those of USA Badminton 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 the event.
5. This agreement is governed by and intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion is held invalid, pursuant to California law, the balance of this agreement shall continue in full legal force and effect and will be valid and enforceable. I agree that no oral representations, statements or inducements apart from this Waiver and Release of Liability have been made.
6. I hereby grant to USA Badminton, it’s licensees and contractees, including photographers, television and motion picture rights, including 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.

**I have read this Release of Liability and Waiver Agreement, fully and understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. And I further acknowledge by their presence that I am aware that DRUG TESTING may occur at this event.**

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Membership Number

\_\_\_\_\_  
Participants Name (Printed)

\_\_\_\_\_  
Date of Signature

### For Participants of Minority Age

This is to certify that I/We as parent(s)/ guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself, ourselves and my/our child involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent(s)’s/ Guardian(s)’s Signature(s)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Participants Name (Printed)

\_\_\_\_\_  
Membership Number