



Strongheart Basketball 2022-23

Applicant Information

Player Name: _____

Parent/Guardian's Name: _____

Address: _____

Date of Birth: _____ Age: _____ Gender: _____

Release and Waiver

In consideration of my child's participation in basketball activities ("Activities") offered by the Grand Traverse Band of Ottawa and Chippewa Indians ("GTB") Public Safety at the Strongheart Center, I agree to the following:

I recognize that neither GTB Public Safety nor Strongheart Center employees are responsible for supervising my child. I consent to my child participating in Activities at the Strongheart Center and I represent and warrant that my child is in physical health adequate to participate in the Activities. I recognize that the Activities require physical exertion that may be strenuous at times and may cause or aggravate a physical injury or medical condition. In consideration of being permitted to participate and to use the Strongheart Center, I assume full responsibility for any risks, injuries or damages, known or unknown, which my child might incur as a result of participating in the Activities, including those which may result from the negligence of the GTB employees, contractors, or agents.

In further consideration of my child's participation in the Activities, I, on behalf of myself, spouses, children, heirs, representatives, successors, and all other persons, knowingly, voluntarily, and expressly waive any and all Claims (including but not limited to liabilities, claims, demands, expenses, fees, legal actions, rights or causes of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, or that my spouse, partner, child or may suffer) that I or my child may have against the GTB, its owner, managers, instructors, employees, contractors, staff, workers, and members (each, a "Released Party") as a result of participating in the Activities even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of a Released Party or anyone else. I, my heirs or legal representatives forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

This agreement shall be construed in accordance with, and governed by, the laws of the GTB and all actions, suits, claims and proceedings relating to this agreement shall be brought in the GTB Tribal Court. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision and this agreement shall be construed as if such provision had never been contained herein.

I understand that any participant who intentionally or recklessly causes damage to property or injury to participants or other individuals will be suspended from the program and may be subject to civil and criminal liability.

I authorize GTB to use all photos or videos taken of my child during any program for documentation, advertising, or promotional purposes.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Player Signature: _____

Parent/Guardian Signature: _____