

LACEY NORTHSTAR ATHLETICS (LNA)

PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, WAIVER & RELEASE (WASHINGTON)

Season/Year: [e.g., Fall 2025]

Participant (Minor): __ DOB: //__

Parent/Guardian: __ Phone: _ Email: __

Address: _____

Governing Law & Venue: State of Washington; exclusive venue and jurisdiction in the courts of **Thurston County, Washington** (unless federal jurisdiction applies).

READ CAREFULLY — THIS AFFECTS LEGAL RIGHTS

By signing, you acknowledge and accept the inherent risks of youth athletics and agree to important responsibilities. **This release does not waive claims for gross negligence, recklessness, or willful misconduct where such waiver is prohibited by Washington law.**

If you have questions, consult a Washington-licensed attorney.

1) Program Standards & Expectations

Program: Lacey Northstar Athletics (LNA) – youth basketball programming and related training, games, camps, clinics, and events.

Locations: Local community gyms **rented by LNA**, **AAU tournaments**, and **other local events** and venues (collectively, the “Facilities”).

LNA is committed to an education-through-sport model consistent with NFHS/AAU/YMCA youth standards: student welfare, age-appropriate development, sportsmanship, respect for officials and opponents, and positive parent engagement. Coaches retain discretion over roles, positions, rotations, substitutions, and discipline consistent with safety, team needs, and league rules. Officials’ decisions are **final** during contests.

2) Assumption of Inherent Risks

I understand and accept that participation involves **inherent risks** including, but not limited to, sprains, strains, fractures, concussion, dental injury, heat illness, cardiac events, communicable disease exposure, and, in rare cases, death. Risks may arise from the acts/omissions of other participants or spectators, volunteers, officials, contractors, third-party venue operators, conditions of the Facilities, equipment, transportation to/from activities, weather, and unforeseen circumstances. **I knowingly and voluntarily assume all such risks for the Participant to the fullest extent permitted by Washington law.**

3) Washington Concussion Compliance (Zackery Lystedt Law)

LNA follows Washington's youth sports concussion requirements (RCW 28A.600.190) including education, **immediate removal from play** for any athlete **suspected** of concussion/head injury, and **written clearance by a licensed healthcare provider** trained in concussion management **before return to play**. Parent/guardian agrees to review materials provided, report any head injury symptoms or medical restrictions, and support removal/return-to-play decisions.

4) Medical Authorization & Health Declarations

- I certify the Participant is physically able to engage safely in youth sports or I have disclosed relevant conditions/restrictions to LNA in writing.
- I authorize LNA staff/volunteers to obtain emergency medical care (including EMS transport) for the Participant if I cannot be reached and accept responsibility for related costs.
- I agree to promptly report injuries, exposure to communicable diseases, or new medical conditions.
- I understand LNA aims to provide age-appropriate, safety-forward programming with reasonable supervision but cannot eliminate all risks.

5) Code of Conduct (Athletes, Parents/Guardians, Spectators)

We will model caring, respect, responsibility, and sportsmanship; honor officials' authority; refrain from harassment, abusive language, or disruptive behavior; and comply with Facility rules. We will follow posted **Family Behavior Expectations** and LNA's communication/concern-resolution process before escalating concerns.

6) Facilities, Equipment & Transportation

Facilities are owned/operated by third parties, including school districts, municipalities, and private operators. LNA rents space and may share equipment. I accept risks associated with third-party premises and equipment. **Drop-off/pick-up and any private carpools are the parent/guardian's responsibility.** LNA is not responsible for personal property.

7) Financial, Refund, and Schedule Policies

Fees fund program costs regardless of individual attendance. Weather, Facility closures, tournament scheduling, or circumstances beyond LNA's control may require changes, postponements, or cancellations without guaranteed makeups. Refunds/credits follow LNA's posted policy.

8) Release of Liability (to the extent permitted by Washington law)

To the fullest extent permitted by Washington law, I, on behalf of myself and the Participant, **release and discharge** LNA; its directors, officers, employees, coaches, contractors, volunteers; Facilities and their owners/operators; event/tournament organizers; officials; and sponsors (collectively, the "Released Parties") from **claims arising out of ordinary negligence** related to the Program, including personal injury, illness

(including communicable diseases), property damage, or wrongful death occurring at or in connection with the Program.

This release does not apply where a waiver is prohibited by law (including, without limitation, claims alleging gross negligence or willful/wanton misconduct).

Notice re: Minors in Washington: Pre-injury liability releases **signed by parents/guardians for minors may be limited or unenforceable** under Washington law. **This Agreement therefore also includes the covenants, acknowledgments, and indemnities below**, and does not waive any rights that cannot legally be waived on a minor's behalf.

9) Covenant Not to Sue & Acknowledgment of Risks

I agree **not to sue** any Released Party for claims described above to the extent permitted by law. I acknowledge I have read, understood, and voluntarily accept the risks described herein, including concussion risks and removal/clearance requirements.

10) Indemnification (Parent/Guardian)

To the fullest extent permitted by law, I agree to **defend, indemnify, and hold harmless** the Released Parties from claims, demands, damages, losses, and expenses (including reasonable attorneys' fees) brought by or on behalf of the Participant or third parties **to the extent caused by** my or the Participant's violation of this Agreement, breach of Facility rules, intentional misconduct, or unlawful acts.

11) Media & Data Consent (Optional – Encouraged)

Please select one option:

- ☐ **OPT-IN (encouraged):** I grant LNA a royalty-free, worldwide license to capture and use the Participant's image, voice, name, and likeness in photographs/video/audio for program documentation and promotional use (print, web, and social), without compensation. I understand reasonable efforts will be made to use first names only for minors where practicable.
- ☐ **OPT-OUT:** I do not grant media consent. LNA will take reasonable measures to exclude the Participant from public media; I understand incidental inclusion in large group images may occur despite reasonable efforts.

12) Dispute Resolution; Attorney's Fees; Severability

- **Good-Faith Step:** Concerns will be raised first via LNA's parent-coach communication process and Program Director review.
- **Venue/Jurisdiction:** Exclusive in Thurston County, Washington.
- **Attorney's Fees:** In any action to enforce this Agreement, the **prevailing party** may recover reasonable attorney's fees and costs where permitted by law.
- **Severability:** If any provision is found unenforceable, it shall be reformed to the minimum extent necessary to be enforceable; the remainder remains in effect.

13) Complete Agreement & Signatures

This Agreement (including incorporated policies provided by LNA) is the complete and exclusive statement of our agreement and supersedes prior discussions. It may be modified only in a **signed writing** by LNA. I have had the opportunity to ask questions before signing.

Parent/Guardian Signature: ____ **Date:** /_/_

Printed Name: _____

Participant Signature (as required by LNA policy and age): ____ **Date:** /_/_

Emergency Contact (if different): ____ **Phone:** ____

Coach/Org Use Only (optional)

- Info sheets delivered (concussion/heat/COVID or current guidance): ☐ Yes ☐ N/A
 - Medical restrictions on file: ☐ Yes ☐ No
 - Media consent recorded: ☐ Opt-In ☐ Opt-Out
 - Payment/refund policy acknowledged: ☐ Yes
 - Behavior expectations acknowledged: ☐ Yes
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Your LNA Ethos (for families): LNA coaches to ensure every athlete—including our own children—experiences positive, high-quality leadership through basketball. We model integrity, empathy, and growth; winning is secondary to building character, resilience, and academic success. Sports should teach life lessons, foster joy, and unite communities; we strive to model calm, authentic leadership so athletes become their best selves—on the court and in life.