



THE VILLE ACADEMY

PARTICIPANT AGREEMENT

Waiver & Release of Liability • Facility Rules • Code of Conduct

This Agreement has three parts. You must read and agree to all three parts to participate in any activity conducted by The Ville Academy ("Facility"), including but not limited to leagues, tournaments, camps, clinics, training sessions, open gym activities, and related events.

By signing below, or by accepting electronically during registration, you acknowledge that you have carefully read, understood, and voluntarily agreed to all terms contained in this Agreement.

PART 1 – ASSUMPTION OF RISK & RELEASE OF LIABILITY

Assumption of Risk

I understand and acknowledge that participation in basketball and athletic activities involves inherent risks that cannot be eliminated regardless of the care exercised by The Ville Academy, tournament organizers, referees, coaches, employees, volunteers, contractors, sponsors, or other participants. These risks include, but are not limited to:

- Sprains, strains, fractures, and dislocations
- Concussions and traumatic brain injuries
- Heart attack, stroke, cardiac arrest, or other medical emergencies
- Permanent disability
- Paralysis
- Death
- Slips, trips, and falls
- Collisions with players, spectators, coaches, officials, walls, floors, equipment, or fixtures
- Defective, damaged, or malfunctioning equipment
- Negligent acts or omissions of other participants
- Exposure to communicable illnesses or diseases

I understand that these risks may result in serious injury or death.

I knowingly and voluntarily assume all risks associated with participation and use of the Facility.

Health Certification

I certify that I am physically capable of safely participating in athletic activities.

I have not been advised by a physician or qualified healthcare provider to refrain from participation.

I understand that it is my responsibility to consult with a healthcare provider regarding any medical condition that may affect my ability to participate safely.

I accept full responsibility for monitoring my physical condition before, during, and after participation.

Concussion and Head Injury Acknowledgment

I understand that basketball activities may result in concussion, traumatic brain injury, or other head injuries.

I agree to immediately report symptoms of concussion or head injury to Facility staff, coaches, officials, or event personnel.

I understand that I may be removed from participation if concussion symptoms are suspected and may be required to obtain medical clearance before returning.

I voluntarily assume all risks associated with concussion and head injuries.

Communicable Disease Acknowledgment

I understand that participation in athletic activities may expose me to communicable diseases, viruses, bacteria, and other infectious conditions.

I voluntarily assume all risks associated with such exposure and release the Released Parties from claims arising from such exposure to the fullest extent permitted by law.

Release of Liability

In consideration of being permitted to participate in activities conducted by The Ville Academy, I release and forever discharge:

The Ville Academy, its owners, members, managers, officers, directors, employees, volunteers, coaches, trainers, referees, agents, contractors, sponsors, affiliates, event organizers, landlords, property owners, successors, and assigns ("Released Parties")

from any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses, attorney fees, judgments, and obligations arising from or related to participation in activities or use of the Facility.

This release applies to claims arising from ordinary negligence to the fullest extent permitted by California law.

Covenant Not to Sue

I agree that neither I nor anyone acting on my behalf shall initiate, participate in, assist with, or maintain any lawsuit or legal proceeding against any Released Party for matters covered by this Agreement.

Indemnification

I agree to defend, indemnify, and hold harmless the Released Parties from any claim, demand, lawsuit, liability, damage, judgment, expense, or attorney fee arising from:

- My participation
- My conduct
- Any injury or damage caused by me
- Any claim brought by a third party arising from my actions

Property Damage & Personal Belongings

I understand that The Ville Academy is not responsible for lost, stolen, misplaced, or damaged personal property.

I assume all responsibility for securing my belongings while on the premises.

Medical Authorization

In the event of injury or medical emergency, I authorize The Ville Academy and its representatives to obtain emergency medical treatment on my behalf if deemed necessary.

I understand that I am solely responsible for all medical expenses incurred.

Media Release

I grant The Ville Academy and its representatives the irrevocable right to photograph, videotape, livestream, record, and otherwise capture my image, likeness, voice, appearance, and participation. I authorize The Ville Academy to use such photographs, videos, recordings, and related materials for promotional, advertising, marketing, educational, website, social media, broadcast, and business purposes without compensation or further approval.

I waive any right to inspect or approve the finished product or its use.

Refund Policy

I understand and agree that registration fees, tournament fees, league fees, training fees, and other participation fees are non-refundable except as expressly stated by The Ville Academy in writing.

No refunds shall be provided for:

- Voluntary withdrawal
- Ejection for misconduct
- Suspension or disciplinary action
- Scheduling conflicts
- Illness or injury occurring after registration
- Team forfeiture or withdrawal

The Ville Academy reserves the right to determine refund eligibility in its sole discretion.

Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement, participation in activities, or use of the Facility shall be resolved exclusively through final and binding arbitration.

The arbitration shall take place in Tulare County, California.

The parties knowingly waive any right to trial by jury.

Each party shall bear its own attorney fees unless otherwise awarded by the arbitrator or required by law.

California Release Limitation

I understand and agree that this Agreement is intended to release claims arising from ordinary negligence to the fullest extent permitted by California law.

Nothing in this Agreement shall be construed as releasing claims arising from gross negligence, reckless conduct, or intentional misconduct where prohibited by law.

Severability

If any provision of this Agreement is held unenforceable, invalid, or unlawful, the remaining provisions shall remain in full force and effect.

PART 2 – FACILITY RULES ACKNOWLEDGMENT

By participating in activities at The Ville Academy, I agree to comply with all Facility policies, rules, and staff instructions.

Rules

- No fighting, threats, intimidation, or physical altercations
- No alcohol, illegal drugs, or intoxication on the premises
- No possession of weapons
- No abusive language toward staff, officials, participants, or spectators
- Participants must follow all referee decisions
- Participants must wear appropriate athletic attire and footwear
- Participants may not participate while injured if doing so creates a risk to themselves or others
- Participants are responsible for any damage caused by their actions
- The Facility reserves the right to remove any participant for misconduct, safety concerns, rule violations, or disruptive behavior
- No refunds will be issued for removals resulting from rule violations

I understand that failure to comply may result in immediate removal, suspension, disqualification, or permanent ban without refund.

PART 3 – PARTICIPANT CODE OF CONDUCT

The purpose of this Code of Conduct is to promote a safe, respectful, and competitive environment.

I agree to:

- Demonstrate good sportsmanship
- Treat opponents, teammates, coaches, officials, staff, and spectators with respect
- Refrain from fighting, harassment, discrimination, bullying, or threatening behavior
- Accept referee decisions without abusive conduct
- Refrain from intentionally injuring another participant
- Report unsafe conditions to Facility staff
- Conduct myself in a manner that promotes a positive environment

The following conduct may result in immediate removal, suspension, or permanent ban:

- Fighting
- Assault
- Harassment
- Discrimination
- Threats
- Bullying
- Destruction of property
- Repeated unsportsmanlike conduct
- Any behavior determined by Facility management to present a safety risk

Facility management retains sole discretion regarding disciplinary action.

PARTICIPANT & SPECTATOR CONDUCT ACKNOWLEDGMENT

I understand that The Ville Academy reserves the right to remove, suspend, or permanently ban any participant, parent, guardian, coach, spectator, or guest whose conduct is determined to be unsafe, disruptive, threatening, abusive, discriminatory, or otherwise detrimental to the Facility's operations. Such disciplinary action may occur without refund.

I acknowledge that Facility management retains sole discretion regarding enforcement of conduct standards and safety policies.