



## WAIVER AND RELEASE OF LIABILITY

### (Basketball Training Program – Gotelli Training LLC)

*State of California*

**PLEASE READ CAREFULLY** – This document includes a release of liability and waiver of certain legal rights under California law. By signing, you acknowledge the risks of participation and agree not to hold Gotelli Training LLC or its representatives liable for injury or loss—even those resulting from ordinary negligence, to the fullest extent permitted by law.

#### **Purpose of the Organization**

Gotelli Training LLC is a basketball training organization dedicated to providing skill development and athletic training for participants of all levels, ages, and abilities. Its programs are designed to improve basketball fundamentals, performance, and overall athleticism in a safe, inclusive, and supportive environment.

#### **1. Acknowledgment of Risks**

I understand and acknowledge that participation in athletic training and basketball-related activities involves inherent risks, including but not limited to:

- a. Physical injury (e.g., falls, collisions, sprains, fractures)
- b. Illness (including communicable diseases such as MRSA, influenza, and COVID-19)
- c. Permanent disability or death

These risks may be reduced by safety rules and personal discipline but cannot be eliminated entirely.

#### **2. Assumption of Risk**

I knowingly and freely assume all such risks—both known and unknown—including those arising from the negligence of Gotelli Training LLC, its owners, agents, employees, volunteers, or others (“Releasees”). I accept full responsibility for my participation in any Gotelli Training LLC activities.

#### **3. Compliance with Program Rules**

I agree to comply with all stated and customary terms, rules, and safety guidelines while participating. If I observe any unusual concern regarding my readiness or the environment, I will immediately remove myself from participation and notify the nearest official.



#### 4. Facility Use, Restroom Access, and Parking Policy

I understand and agree to the following:

Access is permitted only to designated areas: the basketball court, approved spectator seating, and the restroom located on the east side of the gym.

Entry into other facility areas such as offices or restricted sections is prohibited unless authorized by staff.

##### **Parking Policy:**

Parking is allowed only in designated areas shown in Exhibit A.

Parking in other areas is strictly prohibited unless expressly authorized by the staff.

Unauthorized vehicles will be towed at the owner's expense without prior notice.

By signing this waiver, I confirm I have reviewed and understand this policy and will comply with all facility-related rules.

#### 5. Release of Liability

I, on behalf of myself, my heirs, assigns, personal representatives, and next of kin, hereby release, discharge, and hold harmless Gotelli Training LLC, Adam Gotelli, its owners, officers, directors, agents, employees, coaches, contractors, volunteers, sponsors, advertisers, and if applicable, owners or lessors of premises used for training or events (collectively, "Releasees") from any and all claims, demands, liabilities, damages, losses, or expenses—including those caused by the negligence of the Releasees—arising out of or related to my participation or presence at any Gotelli Training LLC activity.

#### 6. Indemnification

I agree to indemnify and hold harmless the Releasees from any claims, demands, causes of action, damages, judgments, or expenses (including attorney's fees) arising from my participation, even if caused by the negligence of the Releasees.

#### 7. Media Release

I grant Gotelli Training LLC, including Adam Gotelli and designated representatives, permission to photograph, record, or otherwise capture my likeness or voice during participation. I authorize use of such media for marketing, promotion, public awareness, fundraising, and educational purposes in print, digital, broadcast, and social media formats.

I understand and acknowledge that:



- a. I have no expectation of compensation or royalties from such use.
- b. Gotelli Training LLC is under no obligation to use any such media.
- c. I waive any rights to inspect or approve final materials.

I release the Organization and its affiliates from any claims related to the use of these materials.

**8. Emergency Medical Authorization and Understanding**

In the event of a medical emergency, I authorize Gotelli Training LLC staff, representatives, or volunteers to secure and obtain emergency medical treatment for me, including transportation, hospitalization, medication, or procedures as deemed necessary by licensed medical personnel.

I understand that:

- a. Every reasonable effort will be made to contact my emergency contact(s).
- b. I am financially responsible for any medical treatment and related costs.
- c. It is my responsibility to provide accurate and updated emergency and health information to the Organization.

**9. Voluntary Execution**

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS UNDER CALIFORNIA LAW, AND SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

\_\_\_\_\_  
**Participant Name (Printed)**

\_\_\_\_\_  
**Participant Signature**

**Date:** \_\_\_\_\_



**EMERGENCY CONTACT AND MEDICAL INFORMATION FORM**

*Gotelli Training LLC – Basketball Training Program*

**Compliant with California State Law**

**Participant Information**

Full Name:

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Date of Birth:

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**Emergency Contact #1**

Name:

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Relationship to Participant:

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Primary Phone:

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Secondary Phone:

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**Emergency Contact #2**

Name:

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Relationship to Participant:

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Primary Phone:

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Secondary Phone:

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### **Authorizations and Consents**

**1. Emergency Medical Treatment Consent**

I hereby authorize Gotelli Training LLC staff, coaches, agents, or volunteers to provide or authorize emergency medical treatment for my child/ward in the event of injury or illness while participating in program activities. I understand reasonable efforts will be made to contact me prior to or as soon as reasonably possible after treatment.

**2. Authorization to Release Medical Information**

I authorize that the medical information provided on this form may be shared with medical and emergency personnel as necessary for the care of the participant.

**3. Financial Responsibility**

I acknowledge that I am financially responsible for any medical treatment and costs incurred on behalf of my child/ward.

**4. Confidentiality**

I understand that all information provided will be kept confidential and used solely for emergency and participant care purposes.

### **Acknowledgment**

\_\_\_\_\_ I certify that all information provided is true and accurate to the best of my knowledge.

**Initial**

\_\_\_\_\_ I have read and agree to the above terms and consents.

**Initial**

\_\_\_\_\_  
**Participant Name (Print)**

\_\_\_\_\_  
**Parent/Guardian Signature**

**Date:** \_\_\_\_\_