

# WAIVER AND RELEASE OF LIABILITY - *Gotelli Training LLC*



**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 the following parties (collectively, the “**Releasees**”) liable for injury or loss arising out of or related to participation—including those resulting from ordinary negligence—to the fullest extent permitted by law: Gotelli Training LLC; its managers, officers, directors, agents, employees, coaches, contractors, volunteers, participants, sponsors, and advertisers; Adam Gotelli; and, if applicable, the owners or lessors of premises used for training or events.

## **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, all ages, and all 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, but not limited to, communicable diseases such as MRSA, influenza, ringworm and COVID-19)
- c. Permanent disability or death

These risks may be reduced through adherence to safety rules and personal discipline, but they cannot be eliminated entirely.

Participants are expected to use proper technique when operating the **Shoot-A-Way** machine. **Releasees** will not be held responsible for any injuries or incidents resulting from the improper use of this equipment.

Additionally, **Releasees** are not responsible for the supervision or safety of children left unattended by their parents or guardians before, during, or after training sessions.

Child/Ward Name (Printed)\_\_\_\_\_

Parent Initials\_\_\_\_\_

**2. Assumption of Risk**

I, on behalf of myself, my spouse, and my child/ward, knowingly and voluntarily assume all such risks—both known and unknown—including those that may result from the ordinary negligence of the Releasees. I accept full responsibility for my child’s participation in any **Gotelli Training LLC** activities.

**3. Release of Liability**

I, for myself, my spouse, my child/ward, and on behalf of our heirs, assigns, personal representatives, and next of kin, hereby **release, discharge, and hold harmless the Releasees.**

This release applies to **any and all claims, demands, liabilities, damages, losses, or expenses**, including those caused by the **negligence** of the Releasees, arising from or related to my child/ward’s participation or presence at any Gotelli Training LLC activity.

**4. Indemnification**

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

\_\_\_\_\_  
**Parent/Guardian Name (Printed)**

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

**5. Explanation of Risks to Child/Ward**

I affirm that I have explained the nature of the activities and associated risks to my child/ward, and that my child/ward understands those risks and agrees to follow all program safety instructions and behavior guidelines.

**6. Media Release**

I grant the Releasees and designated representatives permission to photograph, record, or otherwise capture the likeness or voice of myself or my child/ward during participation. I authorize use of such materials 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, royalties, or other benefits from such use
- b. Releasees are under no obligation to use any such media

- c. I waive any rights to inspect or approve final materials
- d. I release the Organization and its affiliates from any claims or liability connected to the use of these materials

**7. Parent and Non-Participating Child Court Access and Shoe Policy**

Parents, guardians, and children **not participating in the session are not allowed on the court during active training sessions**. This rule is strictly enforced due to the prohibition of outside shoes on the court, which pose significant safety risks. Releasees will **not be responsible for any injuries, accidents, or incidents** that occur if this rule is not followed.

**8. Compliance with Program Rules**

I agree that my child/ward will follow all stated and customary terms, rules, and safety guidelines. If I observe any unusual concern regarding my child’s readiness or the environment, I will immediately remove them from participation and inform the nearest official.

**9. Facility Use, Restroom Access, and Parking Policy**

I understand and agree to the following facility use terms:

Participants and guests are allowed access only to designated areas: the basketball court, approved spectator seating, and the restroom located on the east side of the gym.

Entry into other areas of the facility—such as offices, storage rooms, or restricted sections—is explicitly prohibited unless expressly authorized by staff.

**Parking Policy:**

Parking is permitted only in designated areas. Gotelli Training LLC has a map posted on the west wall in the gym of the designated parking areas.

**Parking outside of the designated areas is strictly prohibited.**

Unauthorized vehicles will be **towed at the owner’s expense**, without notice.

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

**10. Emergency Medical Authorization and Understanding**

In the event of a medical emergency, I authorize Releasees to secure and obtain emergency medical treatment for my child/ward, 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 me
- 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

**11. Voluntary Execution**

I, FOR MYSELF, MY SPOUSE, AND MY CHILD/WARD, HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE ARE WAIVING CERTAIN LEGAL RIGHTS UNDER CALIFORNIA LAW, AND SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION.

\_\_\_\_\_  
**Parent/Guardian Name (Printed)**

\_\_\_\_\_  
**Child/Ward Name (Printed)**

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

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



## EMERGENCY CONTACT AND MEDICAL INFORMATION FORM

### Participant Information

Full Name:

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Date of Birth:

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### Parent/Guardian Information

Name:

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Relationship to Participant:

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Primary Phone:

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Secondary Phone:

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Email Address:

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Home Address:

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**Emergency Contact (Other than Parent/Guardian)**

Name:

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Relationship to Participant:

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Primary Phone:

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Secondary Phone:

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**Medical Information (OPTIONAL)**

Primary Care Physician:

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Phone Number:

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Known Allergies (medications, foods, environment, etc.):

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Current Medications (name, dosage, frequency):

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Medical Conditions, Physical Limitations, or Special Needs:

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## Authorizations and Consents

1. **Emergency Medical Treatment Consent**

I hereby authorize Releasees 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**

\_\_\_\_\_  
**Parent/Guardian (Print)**

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

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