



CEDAR HILL PREPARATORY SCHOOL

152 Cedar Grove Lane
Somerset, NJ 08873
Tel: 732-356-5400 • Fax: 732-356-5409
www.cedarhillprep.com

Player Waiver, Release of Liability and Indemnification Agreement Roster

I, the undersigned player, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to participate as a player of pick-up basketball games at Cedar Hill Prep School, Somerset, NJ.
2. I understand that there are certain risks and hazards involved in participating in basketball games that may result in injury or death to me or other players including, but not limited to those hazards associated with the facility, playing conditions, equipment and other participants.
3. I understand that playing a physical sport of basketball could be dangerous to me and to other players and may result in serious injury or death.
4. I understand that the very nature of the game of basketball can be hazardous and risky, including, but not limited to, running, jumping, diving, sliding, elbows, hands, flying balls and collisions with other players and stationary objects, all of which can cause serious injury or death to me and other players.

Further, I, the undersigned player, agree that in consideration for the right to play pick-up basketball games at Cedar Hill Prep School:

1. I voluntarily elect to accept and assume all risks of injury incurred or suffered by me (a) while participating or playing of the team so designated, (b) while serving as a non-playing capacity as a team member during practice or play by other teams or by other players on my team and (c) while on or upon the premises of Cedar Hill Prep School for practice or play.
2. I release, discharge and agree not to sue Cedar Hill Prep School, Cedar Hill Holdings LLC., the owner, or any person associated with Cedar Hill Prep School or Cedar Hill Holdings for any claim, damages, costs or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.

Cedar Hill Prep School

Name of Facility

Donald Seeley

Person in Charge of Facility

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

Name Of Player(Print)	Street Address	City,State & Zip Code	Signature Of Player	Date
_____	_____	_____	_____	_____
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BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which exceeds \$1,500, shall be completely determined by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the demand for arbitration is made, or as otherwise agreed to in writing by the parties, provided, however, the arbitration shall be conducted by a single neutral arbitrator ("Arbitrator") and the Arbitrator shall have no power whatsoever to render an award (a) which rewrites or ignores the plain meaning of this Agreement, and/or (b) which is not in respect to the interpretation and construction of written instruments, including without limitation the proper and lawful use and application of the Parol Evidence Rule, and/or (c) which includes any punitive or exemplary damages. By voluntarily agreeing to this exclusive binding and final dispute resolution procedure, the parties agree they are giving up their rights to discovery and to a court or jury trial. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.