

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR PARTICIPANTS 17 YEARS OF AGE AND YOUNGER)



WARNING! By signing this document you will waive certain legal rights, including the right to sue.
Please read carefully.

Participant's Name: _____

Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in the sport of Volleyball, including training, competitions, and practices, and the activities and events of ELITE VOLLEYBALL ACADEMY: Regina (collectively the "Activities"), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties"), acknowledge and agree to the following terms:

Disclaimer

2. The ELITE VOLLEYBALL ACADEMY: Regina and its directors, officers, members, employees, coaches, volunteers, officials, trainers, instructors, agents, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income, or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.
 We have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. The participant is participating voluntarily in the sport of Volleyball and the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers, and hazards associated to the sport of Volleyball and the Activities.
4. Furthermore, the Parties are aware:
 - a. That the Participant may experience anxiety while challenging him/herself during the Activities;
 - b. That the Participant may come into close contact with other participants;
 - c. That the Participant's risk of injury is reduced if he/she follows all rules established for participation; and
 - d. That the Participant's risk of injury increases as he/she becomes fatigued.

Release of Liability and Disclaimer

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a. That the Participant's physical condition has been verified by a medical doctor clearing him/her to participate;
 - b. The sole responsibility for the Participant's safety remains with the Participant;
 - c. To remove him/herself if he/she senses or observes any unusual hazard or unsafe condition; or feels unable or unfit to safely continue;
 - d. To ASSUME all risks arising out of, associated with, or related to his/her participation;
 - e. To WAIVE any and all claims that the Parties may have now or in the future against the Organization;
 - f. To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from his/her participation in the activities, events, and programs of the Organization; and
 - g. To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special, and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively the "Claims") which the Parties may have or may in the future, that might arise out of, result from, or relate to his/her participation in the sport of Volleyball and the Activities, even though such claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.
 We have read and agree to be bound by paragraphs 3 - 5

Acknowledgment

6. The Parties acknowledge that they have read and understand this agreement, that they have executed this agreement voluntarily, and that this agreement is binding upon themselves, their heirs, executors, administrators, and legal or personal representatives.

Printed Name of Participant

Signature of Participant

Date of Birth

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date