

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER)



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

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 acknowledges and agrees 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.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of Volleyball and the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers, and hazards associated to the sport of Volleyball and the Activities.
4. Furthermore, I am aware:
 - a. That I may experience anxiety while challenging myself during the Activities;
 - b. That I may come into close contact with other participants;
 - c. That my risk of injury is reduced if I follow all rules established for participation; and
 - d. That my risk of injury increases as I become fatigued.

Release of Liability and Disclaimer

5. In consideration of the Organization allowing me to participate, I agree:
 - a. That my physical condition has been verified by a medical doctor clearing me to participate;
 - b. The sole responsibility for the Participant's safety remains with the Participant;
 - c. To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d. To ASSUME all risks arising out of, associated with, or related to my participation;
 - e. To WAIVE any and all claims that I 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 my 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 I may have or may in the future, that might arise out of, result from, or relate to my 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.

I have read and agree to be bound by paragraphs 3 - 5

Acknowledgment

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators, and legal or personal representatives.

Printed Name of Participant

Signature of Participant

Date