



ASSUMPTION OF RISK AND WAIVER AND RELEASE FORM

ASSUMPTION OF RISK

I acknowledge that volleyball or any volleyball-related event, including but not limited to, training, conditioning, participation in drills, practice, and match play is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. With a full understanding of the potential risks, **I HEREBY ASSUME THE RISKS OF PARTICIPATING IN ANY VOLLEYBALL-RELATED EVENT ASSOCIATED WITH THE VOLLEYBALL FACTORY, LLC.**

WAIVER AND RELEASE OF LIABILITY

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:

- a) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from or my participation in any volleyball event, **THE FOLLOWING PERSONS OR ENTITIES:** The Volleyball Factory LLC, tournament directors, sponsors, officers, directors, employees, representatives, athletes, participants, and agents of any of the above;
- b) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein;
- c) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions;
- d) **I WAIVE ANY RIGHT TO INSPECT OR APPROVE THE USE OF IMAGES OR RECORDINGS** or of any written copy. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless the producers from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

In consideration of the rights and privileges granted to me by my association with The Volleyball Factory LLC, by signing this Waiver and Assumption of Risk form, I certify that:

1. I have read and understand the Waiver and Release of Liability;
2. I understand that I have given up substantial rights
3. I (or my parent or legal guardian) am at least eighteen (18) years old;
4. I agree and consent to abide by the Waiver and Release of Liability set forth herein



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SIGNATURES

I acknowledge and accept the contents of this form in their entirety:

Participant's Name _____ Birth Date _____
Address _____
City _____ State _____ Zip Code _____
Phone (_____) _____ Email _____
Emergency Contact _____ Phone (_____) _____

Participants Signature

Date Signed

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The Undersigned parent and natural guardian or legal guardian of the participant _____ [minor's name] executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release.

Parent/Guardian's Signature

Date Signed

Printed Name of Parent/Guardian