

**WIND N' SEA VOLLEBALL CLUB
VOLLEYBALL PARTICIPATION**

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver:

In consideration of being permitted to participate in any way in Wind n' Sea Volleyball Club (herein after "WnS VBC"), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** WnS VBC, its officers, employees, coaches, volunteers and agents from liability **from any and all claims including the negligence of WnS VBC, its officers, employees, coaches, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in WnS VBC Clinics, Practices or Activities.

Signature of Parent/Guardian of Minor

Date

Name of Minor (Print)

Date of Birth

Telephone Number

Assumption of Risks: Participation in WnS VBC Clinics, Practices or Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in WnS VBC Clinics, Practices or Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD WnS VBC, its officers, employees, coaches, volunteers and agents from liability from any and all claims including the negligence of WnS VBC, its officers, employees, coaches, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in WnS VBC Clinics, Practices or Activities and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully **understand its terms, and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release** of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor

Date

RELEASE AUTHORIZATION FOR EMERGENCY TREATMENT

I understand that I am required to maintain and carry accident medical insurance coverage for the child listed on this application and I verify that the coverage information attached herewith is accurate and true. In the case of an emergency and if I cannot be reached, I authorize the staff of the WnS VBC to obtain whatever medical treatment he/she deems necessary for the welfare of my child listed on this application. I further understand that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance would cover such charges and fees.

I am the parent/guardian of the minor and I am signing this Release on behalf of said minor.

Signature of Parent/Guardian of Minor

Date