

Oregon Premier Volleyball Club Waiver and Release of Liability

I acknowledge that volleyball or any sporting event 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 full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING.

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: Oregon Premier Volleyball Club, Columbia Empire Volleyball Association, 24 Hour Fitness, LA Fitness, tournament directors, sponsors, and the officers, directors, employees, representatives, 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; and
- 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.

Participant's Name (print): _____

Participant's Signature (regardless of age): _____

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 applicant

_____ [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 the 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. I fully consent to my child's participation in USAV events.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____