

WAIVER AND RELEASE

In consideration of being permitted to participate in the "Juniors in the Sand League", I hereby waive, release, discharge, and agree to indemnify Volleyball Unlimited ("VBU", previously known as EVJ Sports Camps) and their owners, officers, agents, employees, contractors, and volunteers from any and all claims for personal injury, death, or property damage which may accrue as a result of my presence in the league. This agreement is intended to discharge in advance VBU from and against any and all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury that may be sustained by the undersigned, including anything that may arise out of negligence on the part of VBU, including its own sole or active negligence.

I understand that participating in the league can include physical and/or strenuous exercise or activity and I certify that I am physically able to participate in any such activity in the league. I understand that serious accidents can occur during volleyball and that participants in and spectators of such activities may sustain personal injuries as a consequence thereof. Knowing the risks involved, nevertheless I request permission to be in the league for all activities and hereby agree to assume any and all risks of injury or death and to release and hold harmless VBU who through negligence, carelessness, or other acts or omissions might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risk is binding on my heirs, assigns, and potential subrogees, including any insurance company and/or HMO.

I further agree to indemnify and to hold harmless VBU from any loss, liability, damage, or expense, including attorney fees, that it may incur as a result of any injury and/or property damage that I may sustain or cause while in the league and I further agree to reimburse any expense that VBU may incur if any litigation arises because of any claim made by me or another injured by my actions in the league.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A FULL RELEASE OF LIABILITY OF EVJSC AND, BY MY SIGNATURE INTENTIONALLY RELINQUISH ANY RIGHTS AS SET FORTH ABOVE.

DATED: _____

PRINTED NAME OF PARTICIPANT

SIGNATURE

I, as parent/guardian with legal responsibility for this participant, consent and agree to the release on behalf of the participant, as provided above, and, for myself, my heirs, assigns, and potential subrogees, I release and agree to indemnify and hold harmless VBU from all liabilities incident to my minor child's participation in the Camp as provided above, even if arising from any negligence on the part of VBU, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

I, as parent/guardian with legal responsibility for this participant, authorize VBU to administer first aid treatment for any injuries to the participant during the Camp. If the injury requires emergency treatment, I authorize VBU to summon any or all professional emergency personnel to attend, transport and treat the participant. I understand that I and/or my medical insurance are solely responsible for all bills and claims that may be filed as a result.

DATED: _____

PRINTED NAME PARENT/GUARDIAN'S

SIGNATURE