

**EVJ BEACH VOLLEYBALL PROGRAM - WAIVER AND RELEASE**

In consideration of being permitted to participate in the EVJ Beach Volleyball Program ("Program"), I hereby waive, release, discharge, and agree to indemnify East Valley Juniors Volleyball Club, Inc., its owners, officers, agents, employees, and volunteers (collectively "EVJ") from any and all claims for personal injury, death, or property damage that may accrue as a result of my presence in the Program. This agreement is intended to discharge in advance EVJ 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 EVJ, including its own sole or active negligence.

I understand that participating in the Program 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 Program. 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 Program for all activities and hereby agree to assume any and all risks of injury or death and to release and hold harmless EVJ 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, parents and/or legal guardians and potential subrogees, including any insurance company. I further agree to indemnify and to hold harmless EVJ 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 cause while in the Camp and agree to reimburse any expense that EVJ may incur if litigation arises because of any claim made by me or by any other injured by my actions related to the Program.

**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 EVJ 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 EVJ from all liabilities incident to my minor child's participation in the Program as provided above, even if arising from any negligence on the part of EVJ, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

I understand that the activity involved could create the potential for injury which is inherent in all sports and even with the best coaching, the use of the most advanced protective equipment, and strict observance of the rules, injuries are still possible. Therefore, I, as parent/guardian with legal responsibility for this participant, authorize EVJ to administer first aid treatment for any injuries to the participant during the Program. If the injury requires emergency treatment, I authorize EVJ 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. With full understanding of the facts, I/we state that to the best of our knowledge, my daughter listed above has no medical, physical, mental or emotional health conditions which would hinder or prevent her participation in the EVJ Beach Program.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Parent/Guardian's Signature