

Waiver Form: Timberwolves Beach Volleyball

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(FOR THOSE 18 YEARS OF AGE AND YOUNGER)

WARNING!

By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. "Association" and "Organization" mean The Timberwolves Beach Volleyball League, its volunteers or organisers, and the Timberwolves Volleyball Club.
2. This is a binding legal agreement. As a participant in the sport of volleyball and the programs, activities and events of the Association, the undersigned acknowledges and agrees to the following terms:

Disclaimer

1. The Association and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by me during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

- a. Myself or my child is participating voluntarily in the sport of volleyball and the activities, events and programs of the Organization. In consideration of my/my child's participation in the sport of volleyball and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization including injuries which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:
- b. Exerting and stretching various muscle groups, strenuous cardiovascular workouts and heatstroke;
- c. Vigorous physical exertion, rapid movements and quick turns and stops;
- d. Falling, tumbling or hitting other participants;
- e. Falling to the ground or floor due to uneven, slippery or irregular surfaces;
- f. Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- g. Failing to play within one's abilities and within designated areas;
- h. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- i. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;

- j. Spinal cord injuries which may render me permanently paralyzed; or
- k. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.
- l. Furthermore, I am aware:
- m. That injuries sustained can be severe;
- n. That I/my child may experience anxiety while challenging myself during the activities, events and programs;
- o. That my/my child's risk of injury is reduced if I follow all rules established for participation; and
- p. That my/my child's risk of injury increases as I/my child become fatigued.

Release of Liability

- a. In consideration of the Organization allowing me/my child to participate, I agree:
- b. That my/my child's physical condition has been verified to participant in the activities, events and programs by a medical doctor within the past twelve months;
- c. To assume all risks arising out of, associated with or related to my/my child's participation;
- d. To waive any and all claims that I may have now or in the future against the Organization;
- e. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of volleyball and the activities, events and programs of the Organization; and
- f. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my/my child's participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

Privacy Policy

Consent for Use of Personal Information

- 1. I, the participant and/or parent/guardian, authorize the association to collect and use personal information about me or my child/ward for the purpose of receiving communications (newsletters, publications, announcements, invitations and other news or information) from the Association and posting articles of interest, newsletters, promotions, statistics, images and results on the Association's website. This consent is in compliance with the Personal Information Protection and Electronic Documents Act.
- 2. Furthermore, I, the participant and/or parent/guardian, grant permission to the Association to photograph and/or record me or my child/ward's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote

the Association through the media of newsletters, websites, television, film, radio, print and/or display form. I waive any claim to remuneration for use of audio/visual materials used for these purposes.

3. I understand that I may withdraw such consent at any time by contacting the Association.

By signing at the bottom of the page , you and/or your child/ward agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your child/ward, your heirs, executors, administrators and representatives even if you have not read the Agreement.

By Signing below you have read and agree with the terms above

Participant's Name_____

Participants Signature (Only required if 18 years of age) _____

Parent/Guardian Name_____Signature_____

Please list your Team Name:_____ Date _____