

**Tamarack Beach Volleyball Club, Carlsbad CA**

MEMBERSHIP APPLICATION, WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND GRANT OF RIGHTS

NAME OF PLAYER:\_\_\_\_\_

T-SHIRT SIZE - Men's sizes: S M L XL XXL

PLAYER AGE as of September 1, 2013-IMPORTANT TO BE ACCURATE: \_\_\_\_\_

(Note-The age as of Sept 1 is the athlete's age for CBVA, AAU & SCVA tournaments).

DATE OF BIRTH:\_\_\_\_\_

PLAYER GRADE as of MARCH 2013 \_\_\_\_\_ YEAR OF GRADUATION: \_\_\_\_\_

PLAYER MIDDLE or HIGH SCHOOL \_\_\_\_\_

NAME OF PARENT:\_\_\_\_\_

PARENT EMAIL ADDRESS:\_\_\_\_\_

PLAYER EMAIL ADDRESS:\_\_\_\_\_

STREET ADDRESS:\_\_\_\_\_

CITY/STATE/ZIP:\_\_\_\_\_

PARENT PHONES (IN ORDER WE SHOULD CALL):\_\_\_\_\_

\_\_\_\_\_

PLAYER CELLPHONE:\_\_\_\_\_

Player's experience playing beach volleyball:\_\_\_\_\_

Player's goals in playing with us this season:\_\_\_\_\_

TO HAVE INSURANCE COVERAGE, MY CHILD MUST JOIN AAU. I AGREE TO DO SO

IMMEDIATELY. OTHERWISE, I ASSUME ALL RISK.

I AFFIRM THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury or property loss. With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING IN OR OFFICIATING A VOLLEYBALL EVENT, PRACTICE, GAME, TOURNAMENT OR TRAINING (hereinafter "EVENTS").

In consideration of trying out for and/or applying for registration in Tamarack Beach Volleyball Club (an unincorporated non-profit association), for all sessions in which my child participates, 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, which arise out of or are related to my participation in, or my traveling to and from the volleyball event, the following persons or entities: the State of California, California State Parks, Tamarack Beach Volleyball Club AAU Beach Volleyball, USA Volleyball, its Regional Volleyball Associations, and the Southern California Volleyball Association (SCVA); the coaches, tournament director, 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 mentioned above for any of the claims or liabilities that have waived, released or discharged herein; 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.

1. In full and complete consideration of my ability to participate in any present or future volleyball events, competitions and activities that are operated, organized, sanctioned by or associated with the Tamarack Beach Volleyball Club, ("ORGANIZER") and any affiliated training, learning, practicing, competing, spectating, and other associated activities (collectively the "EVENTS") and/or in consideration of my being able to enter into or upon the premises and facilities and locations where said EVENTS are or will be taking place, I, for myself, and on behalf of my personal representatives, heirs, and next of kin (collectively "RELEASING PARTY") hereby acknowledge and agree as follows:

WAIVER AND RELEASE AND MEDICAL CONSENT

2. RELEASING PARTY hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE ORGANIZER, any sponsors, advertisers, and organizers of the EVENTS, any other participants in the EVENTS, premises and facilities owners or lessors including the Carlsbad Village Athletic Commission, the State of California, and any city or county therein including The County San Diego/or each of their affiliated owners, parents, subsidiaries, licensees, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, affiliated organizations and entities, or any other persons assisting or participating in their activities, including the EVENTS (collectively the "RELEASEES")

FROM ALL LIABILITY OF WHATEVER KIND OR NATURE, IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, UNSPECTED OR UNSUSPECTED, FOR ANY AND ALL PRESENT OR FUTURE LOSS OR DAMAGE, AND ANY CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, debts, liabilities, expenses including court costs and attorney's fees, SUITS OR JUDGMENTS THEREFROM (collectively the "LIABILITY") ON ACCOUNT OF ANY PERSONAL INJURY, INJURY TO PERSONAL PROPERTY, OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENTS or RELEASING PARTY's presence in or upon the premises and facilities and locations where the EVENTS are or will be taking place. This waiver and release includes, without limitation, premises liability and LIABILITY from any cause whatsoever, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES. Such LIABILITY encompasses, but is not limited to, participation as an active participant or as a spectator, NEGLIGENCE RESCUE EFFORTS, and NEGLIGENCE enforcement of (or the failure to enact or enforce) rules and regulations. It also encompasses LIABILITY concerning the NEGLIGENCE selection, use, or maintenance of any equipment or facility related to the EVENTS.

3. RELEASING PARTY also specifically AUTHORIZES AND CONSENTS TO RELEASEES providing and/or arranging for MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the RELEASING PARTY's presence in or upon the premises and facilities and locations where the EVENTS are or will be taking place.

RELEASING PARTY expressly waives and releases and agrees to hold RELEASEES harmless from and against any and all LIABILITY arising there from.

## EXPRESS ASSUMPTION OF THE RISK

4. RELEASING PARTY hereby acknowledges and understands that RELEASING PARTY's participation in the EVENTS, including without limitation playing volleyball and engaging in physical exercise and activity, may be VERY DANGEROUS and could result in personal injury, death, and/or property damage. This agreement also constitutes an express and contractual ASSUMPTION OF ALL RISKS AND DANGERS associated with and inherent in the EVENTS which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, and natural or manmade objects. The

EVENTS will include participants of all skill levels, including both experienced and amateur persons, and RELEASING PARTY expressly assumes the risks associated with mixed and varying skill levels. RELEASING PARTY further acknowledges and understands that there may be undefined and presently unknown risks and dangers associated with the EVENTS and that there may be risks and dangers that may result from the NEGLIGENCE of the RELEASEES, including, without limitation, in providing instruction or guidance, and in the operation or design or maintenance of the premises and facilities and locations where the EVENTS are or will be taking place. Risks and danger may also result, without limitation, in the selection, use, or maintenance of any equipment or facility or service related to the EVENTS. RELEASING PARTY hereby expressly assumes all such risks and dangers whether presently known or unknown.

## INDEMNITY AND HOLD HARMLESS

5. RELEASING PARTY hereby agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES from any LIABILITY, including from court costs and attorney's fees, arising out of or related to this agreement or RELEASING PARTY's participation in any way in the EVENTS and/or RELEASING PARTY's presence in or upon the premises and facilities where the EVENTS are or will be taking place. RELEASING PARTY also hereby agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES from any LIABILITY, including from court costs and attorney's fees, caused by or arising out of any statement, action or failure to act by me during or in connection with RELEASING PARTY's participation in the EVENTS, and/or arising out of RELEASING PARTY's tortious or criminal conduct.

## GRANT OF RIGHTS

6. RELEASING PARTY grants to ORGANIZER, and its successors, licensees and assigns, the revocable right (but not the obligation) to film, tape and/or photograph, record, exhibit, edit and otherwise use my name, likeness, voice, conversation, sounds and biographical data on or in connection with the EVENTS in any manner in its sole election and sole discretion. ORGANIZER may use such materials to promote future events. ORGANIZER, and its successors, licensees and assigns, shall be the owner of all rights to said materials, and may use or license the results and proceeds of such materials in all media throughout the world in perpetuity as part of any programming and in the advertising and promotion thereof without limitation or liability.

#### MISCELLANEOUS

7. RELEASING PARTY agrees and understands that this agreement shall be deemed entered into in San Diego County, California, and that it shall be governed by and interpreted under the laws of California.

8. RELEASING PARTY represents and warrants that he/she is at least eighteen (18) years of age and has the full, complete and unrestricted right, power and authority to enter into this agreement, to waive and release all matters stated therein, expressly assume all risks and dangers associated with the EVENTS, agree to indemnify the RELEASEES as stated herein, and the grants the rights set forth herein.

#### 9. PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

10. RELEASING PARTY HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT. RELEASING PARTY FURTHER UNDERSTANDS THAT BY SIGNING THE AGREEMENT HE/SHE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHTS OF HIS/HER FAMILY. RELEASING PARTY SIGNS THIS DOCUMENT FREELY AND

VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM/HER AND RELEASING PARTY INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. RELEASING PARTY further agrees that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made to him. RELEASING PARTY was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his/her choice. RELEASING PARTY was also offered a copy of this agreement. The undersigned parent or guardian of the person registered above hereby executes this Waiver & Release for and on behalf of the minor named above. I hereby bind myself, the minor and all other assigns to the terms of the Waiver & Release. I represent that I have 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 mentioned above 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 & Release.

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_