

**MANASSAS VOLLEYBALL CLUB
WAIVER OF LIABILITY AND HOLD
HARMLESS AGREEMENT**

In consideration of being allowed to participate in any Manassas Volleyball Club event, the undersigned acknowledges, appreciates and agrees that: Volleyball is an extreme test of a person's physical and mental limits and an above average level of fitness if required. I affirm that I have no health problems that preclude participation and certify that I have the skill and fitness level to participate safely I agree to follow safety rules of the activity, organization and its directors and will inform management or personnel of conduct or a condition that might endanger myself or others. I authorize emergency medical care such as first aid, CPR and AEDs; emergency transport; and sharing medical information with medical personnel and assume all costs involved.

For the purposes of this agreement, "MVC" represents all entities related to, officers, managers, consultants, employees of or affiliated entities related to Manassas Volleyball Club. There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, infection, and loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in at MVC (the "Activities").

HAVING READ THIS PARAGRAPH and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf of yourself or your minor to all of the following:

1. ASSUMPTION OF RISK The risk of injury from the activity involved is significant. Participation in a volleyball event can cause: property damage, minor injuries not limited to scrapes, bruises and sprain; serious injuries such not limited to broken bones, concussions, torn ligaments; and catastrophic injury not limited to permanent paralysis and even death. While particular rules, equipment, and personal discipline may reduce this risk, **the risk of serious injury does exist.** I, on behalf of myself and/or my minor, assume all of the risks that may or can arise out of participating in the activities, including but not limited to the athletic activity itself, use of the equipment, field or facilities, the acts of others or the unavailability of emergency care, as well as those risks described in the preceding paragraph.

2. INDEMNITY/HOLD HARMLESS I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assignees, also agree to indemnify and hold MVC, as well as their affiliates, parents, subsidiaries, assignees, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, cast members or any other person or entity associated in any way with the ownership, operation or affiliation with recreational facilities and the creation, production or distribution of MVC-related marketing content on any MVC-owned website, harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against MVC as the result of my or my minor's participation in the Activities. I hereby allow MVC to use my or my minor's image or likeness without current or future compensation for marketing purposes related to MVC.

3. RELEASE/WAIVER In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** MVC from any and all liability associated with or related to my or my minor's participation in the Activities and agree **NOT TO SUE** MVC for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.

4. NO INSURANCE I, on behalf of myself and/or my minor, acknowledge that MVC does not carry insurance on behalf of my minor or myself.

5. LEGAL RIGHTS I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.

6. SEVERABILITY I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to MVC as permitted by the applicable law.

PARTICIPANT'S NAME (Print) _____ DATE of BIRTH _____

SIGNATURE _____ DATE _____

FOR PARTICIPANTS OF MINORITY AGE - (UNDER AGE 18 AT THE TIME OF REGISTRATION) CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor participant. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf of my minor, and myself agree to be bound by all of the terms of this agreement and also give my consent to allow my minor to participate in the Activities described herein. I release and agree to indemnify and hold harmless the Releases from any kind and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

PARENT OR GUARDIAN'S NAME _____ RELATIONSHIP TO PARTICIPANT _____

SIGNATURE _____ DATE _____