

VOLLEYBALL WAIVER AND RELEASE OF LIABILITY FORM

FAIRGROUNDS VOLLEYBALL CENTER

NOTE: This form must be read and signed before the Volleyball parent, player or observer listed below is allowed to take part in any training, competition, practice, warm-up sessions, meeting or testing sessions.

I, THE PARTICIPANT, AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I acknowledge that volleyball or any sporting event in 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 RISK OF PARTICIPATING IN OR OFFICIATING A VOLLEYBALL EVENT.

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, except that which is a result of gross negligence and/or wanton misconduct of personal or entities listed below, 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: Fairgrounds Volleyball Center (FVC), Del Mar Fairgrounds, Don Beaumont, Ed Machado; coaches and assistants, the 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.

This agreement is legally binding. If any aspect of this agreement requires clarification, have a FVC Director fully explain, *before signing*. In signing this document, you are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind arising out of use, supervised or unsupervised, of the FVC facilities, equipment, participation in classes, or activities sponsored by the FVC.

I hereby, agree to release, indemnify and hold harmless the landlord of the FVC, any persons who have designed, manufactured, or installed the facilities, or equipment at FVC. I agree to release, indemnify and hold harmless all persons at FVC, officers, agents, employees, volunteer assistants, other players, visitors, coaches, assistants or persons who may be present, from any cause of action, claims, or demands whatsoever. This agreement is binding even if the released persons have contributed to injuries through their individual or collective negligence. This agreement is binding on myself, my heirs, next of kin, assigns, and personal representatives.

I have been warned and am aware of these and numerous other inherent risks in using the FVC Gym facilities, and equipment. I fully and voluntarily assume complete responsibility for those risks and for the injuries that may occur as a result of those risks, even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. In consideration of using FVC, I, the undersigned, agree to release all from liability, discharge, and promise not to sue.

If participant is <i>eighteen years of age or over</i> , my signature below indicates I have read the above.	
Print Name _____	Date of Birth _____
Address _____	
Signature _____	Today's Date _____

If participant is <i>under eighteen years of age</i> , a parent or guardian release is required. I understand this waiver authorizes the below named youth to participate in activities at FVC, possibly without my presence at the facility. I understand FVC has several regulations that affect youth participant use (those eighteen years or younger) during group use activities and during regular public hours. I am the parent or guardian of the minor listed below and I am signing this release on behalf of that minor.	
Youth Name _____	Youth Date of Birth _____
Youth Address _____	
Guardian Signature _____	Today's Date _____
Print Guardian Name _____	