



# Southern California Volleyball Association

## 2016-2017 INDIVIDUAL MEMBERSHIP FORM



This application, the USAV Code of Conduct and Waiver and Release of Liability must be read and signed before the USAV registrant/RVA member listed on the application is allowed to take part in any sanctioned activity (by example only: training, competition, practice/warm-up sessions, meeting or testing sessions). This application must be completed legibly, **only by the applicant and/or his/her parent/guardian**, with accurate personal information that pertains to the applicant. Membership with USA Volleyball is individual and is not transferable from one person to another. Additional RVA requirements may apply.

### MEMBERSHIP APPLICATION

FIRST NAME: \_\_\_\_\_ MI: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

☐ Check box if name has changed in the past year. If yes, please provide previous name: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

CLUB NAME: **WAVE Volleyball Club**

\*\*\*\*Required for all Junior Club Staff: Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (For Adult Staff Membership Only)

GENDER: ☐ Male ☐ Female E-MAIL: \_\_\_\_\_

(USA Volleyball does **NOT** provide e-mail addresses to third parties)

JUNIORS ONLY:	
GRADE (2016/2017 School Year) _____	HOME PHONE: _____
HIGH SCHOOL GRAD YEAR _____	CELL PHONE: _____

☐ Check box if you do NOT wish to be on USAV master 3<sup>rd</sup> party list. ☐ Check box if you do NOT wish to receive USAV electronic news.

USA Volleyball is committed to diversity. This information is used to report aggregate data to the United States Olympic Committee. Please check one of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> I choose not to respond<br><input type="checkbox"/> American Indian or Alaskan Native, not Hispanic or Latino<br><input type="checkbox"/> Black or African American, not Hispanic or Latino<br><input type="checkbox"/> Two or more races, not Hispanic or Latino | <input type="checkbox"/> White, not Hispanic or Latino<br><input type="checkbox"/> Asian, not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander, not Hispanic or Latino |
|--|---|

Are you:

- |   |   |
|---|---|
| <input type="checkbox"/> Hearing impaired/deaf (for USA Deaflympic Talent ID) | <input type="checkbox"/> Disabled Physically (for Paralympic Talent ID) |
|---|---|

### Membership Options (Annual fees per person)

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Staff Membership \$70.00<br><input type="checkbox"/> Senior Membership (Age 60+) \$35.00<br><input type="checkbox"/> Junior Membership \$60.00<br><input type="checkbox"/> Chaperone Membership \$50.00 | <input type="checkbox"/> Adult Player Membership \$60.00<br><input type="checkbox"/> Referee Membership \$60.00<br><input type="checkbox"/> Extended Official: \$10.00<br><input type="checkbox"/> Optional Donation to USA Team Programs: * \$5.00 |
|--|---|

\*\$1 will be donated to each: Men's and Women's National Teams, High Performance Girls and Boys and Regional Junior Development

### Participant Role(s)

(Check all that apply – Depending on selection, additional requirements may apply)

- ☐ Player ☐ Head Coach ☐ Assistant Coach ☐ Team Rep ☐ Chaperone ☐ Referee ☐ Other \_\_\_\_\_

### ACKNOWLEDGEMENT/USE AGREEMENT

- I agree that I will abide by the rules and guidelines regarding club affiliation as established by the Regional Volleyball Association in which I am applying for membership.
- I hereby agree to be filmed, videotaped and photographed, and to have my name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, during USA Volleyball (USAV) and/or its Regional Volleyball Association (RVA) sanctioned events, by USAV/RVA's authorized representative, under the conditions specified by the USAV/RVA (the "Footage").
- I hereby grant USAV/RVA, with no financial or other compensation due to me, full right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which I compete, (3) promotion of the Sport, and (4) promotion of USAV/RVA, provided that, in no event may the USAV/RVA use or authorize the commercial use of the Footage in any manner that would imply my endorsement of any company, product, or service, without my written permission.
- The current FIVB Sports Regulations stipulate that the Federation that is first to issue a national license for the player is considered to be the player's Federation of Origin regardless of the player's citizenship. The current FIVB interpretation of "issue a national license" means registering with the Federation (in our case, USA Volleyball). Therefore, please be advised that if you register with USA Volleyball, and subsequently desire to represent another country in international competition, you may be subject to the FIVB regulations regarding "Change of Federation of Origin" which includes the payment of significant fees to the FIVB and review and approval of such application by the FIVB.
- I hereby certify that the information provided is being done directly by myself or by me, as the legal guardian representing a minor, and that it is true and accurate to the best of my knowledge. I also understand and agree that incomplete or false information is grounds for denial of membership.

Participant's Signature (regardless of age): \_\_\_\_\_ Date signed: \_\_\_\_\_

If applicant is under 18 years of age

Parent/Guardian's Name \_\_\_\_\_ E-Mail: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

### USA VOLLEYBALL WAIVER AND RELEASE OF LIABILITY

I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. **With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN 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 THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from my participation in any volleyball event, **THE FOLLOWING PERSONS OR ENTITIES:** USA Volleyball and its Regional Volleyball Associations, tournament directors, 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 listed above for any of the claims or liabilities that I have waived, released or discharged herein; and 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.

Participant's Signature (regardless of age): \_\_\_\_\_ Date signed: \_\_\_\_\_

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The undersigned parent and natural guardian or legal guardian of the applicant (\_\_\_\_\_ [minor's name]) executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and 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 named in the Waiver and Release 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 and Release. I fully consent to my child's participation in USAV/RVA events.

Parent/Guardian's Name (if registrant is under 18 years of age): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

**REQUIRED FOR PARTICIPATION: Total of 4 signature(s) for Junior participant and parent – 3<sup>rd</sup> and 4th signature on 2<sup>nd</sup> page**

**Total of 3 signature(s) for Adult participant– 3<sup>rd</sup> signature on 2<sup>nd</sup> page**

SIGNATURE REQUIRED

SIGNATURE REQUIRED

# USA VOLLEYBALL CODE OF CONDUCT

## THE FOLLOWING ACTIONS ARE PROHIBITED:

1. Violation of any anti-doping policies, protocols or procedures as defined by the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), Federation Internationale de Volleyball (FIVB), US Anti-Doping Agency (USADA) or the United States Olympic Committee (USOC). Violations of this provision will be adjudicated only by USADA or the proper anti-doping authority, not USA Volleyball (USAV).
2. Possession, consumption or distribution of alcohol and/or tobacco if illegal or in violation of USA Volleyball (USAV) or Regional Volleyball Association (RVA) policy.
3. USAV policy prohibits the possession, consumption or distribution of alcohol and/or tobacco by anyone registered as a junior volleyball player at the event venue of any USAV/RVA sanctioned junior event.
4. Use of a recognized identification card by anyone other than the individual described on the card.
5. Physical damage to a facility or theft of items from a room, dormitory, residence or other person. (Restitution will be part of any penalty imposed.)
6. Possession of fireworks, ammunition, firearms, or other weapons or any item or material which by commonly accepted practices and principles would be a hazard or harmful to other persons at USAV/RVA sanctioned events.
7. Any action considered to be an offense under Federal, State or local law ordinances.
8. Violation of the specific policies, regulations, and/or procedures of the USAV, RVA or the facility used in conjunction with a sanctioned event. (It is the responsibility of the individual to be familiar with applicable specific policies, regulations and procedures.)
9. Conduct which is inappropriate as determined by comparison to normally accepted behavior.
10. Physical or verbal intimidation of any individual.
11. Actions that will be detrimental to USAV or the RVA.

## USA VOLLEYBALL DISCIPLINARY POLICY:

<u>Infraction</u>	<u>When Occurred</u>	<u>Suggested Maximum Penalty</u>
First	Before or during event	Individual disqualified (if person is a junior, he/she will be sent home as soon as possible and parent or guardian notified). The individual may be declared ineligible for USAV registration or RVA membership for one year starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for USAV registration or RVA membership for one year starting from the date of infraction.
Second	Before or during event	Individual disqualified (if person is a junior, he/she will be sent home as soon as possible and parent or guardian notified). The individual may be declared ineligible for USAV registration or RVA membership for two years starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for USAV registration or RVA membership for two years starting from the date of infraction.
Third		Individual may be declared ineligible for USAV registration or RVA membership for the remainder of his/her lifetime.
<b>NOTE :</b> <b>Major misbehavior (e.g. verbal or physical abuse of a child, sexual harassment, etc.) may subject the violator to lifetime ineligibility for USAV registration or RVA membership after the first infraction.</b>		

Penalties are only applied after affording the participant due process may be required by the Ted Stevens Olympic and Amateur Sports Act (TSOASA), USOC, USAV, and RVA. Appeals, other than for doping violations, may be made in accordance with procedures set forth in the bylaws and operating codes of USA Volleyball and the RVA as printed in the current *Official USA Volleyball Guide* and *RVA Handbook*, respectively.

- I have read and understand the USA Volleyball Code of Conduct and Disciplinary Policies
- I agree and consent to abide by the USA Volleyball Code of Conduct and Disciplinary Policies and other region specific code of conducts and/or disciplinary policies.
- I understand that, if I violate the USAV and/or RVA Codes of Conduct, I might be subject to disciplinary action in accordance with USAV and/or RVA Disciplinary Policies.

Participant's Signature (regardless of age): \_\_\_\_\_ Date signed: \_\_\_\_\_

Parent/Guardian's Name (if registrant is under 18 years of age): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

### Junior Club Eligibility:

**Junior Girls:** I agree that I will be affiliated with the above named club for the 2016/2017 sanctioned season, and that I am aware of the Junior Girls Eligibility Requirements. I am aware that for a girls club to be eligible for regional competition the club must abide by the tryout dates and commitment dates and transfer policies and procedures set forth by the SCVA. In addition, any transfers must be approved by the SCVA office. The transfer deadline for the Junior Girls season is February 24, 2017. Under **NO CIRCUMSTANCES** will transfers be granted to any player who has competed at **ANY JUNIOR NATIONAL QUALIFIER**.

**Junior Boys:** I agree that I will be affiliated with the above club 2016/2017 season. I am aware that for a boys club to be eligible for regional competition, the club must abide by the tryout dates and commitment dates set forth by the SCVA. For the 2016/2017 season, clubs will be eligible to host tryouts after September 9<sup>th</sup> with a commitment date of September 12<sup>th</sup>. In addition, any transfers must be approved by the SCVA office. No transfers will be awarded **UNDER ANY CIRCUMSTANCES** after May 26, 2017.

Participant's Signature (regardless of age): \_\_\_\_\_ Date signed: \_\_\_\_\_

Parent/Guardian's Name (if registrant is under 18 years of age): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_



## USAV YOUTH & JUNIOR VOLLEYBALL PLAYER MEDICAL RELEASE FORM

This **must be** completed - legibly - and signed in all areas by both the player and his/her parent or guardian. I understand and agree that this document will be kept in the possession of authorized adult team personnel and that reasonable care will be used to keep this information confidential. **By signing this form the participant affirms having read and agreed to the terms and conditions listed below.**

Club: \_\_\_\_\_ Team Name: \_\_\_\_\_

☐ Male ☐ Female

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_

### Primary Contact: Parent or Guardian

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

### Secondary Contact: ☐ Parent/Guardian ☐ Other \_\_\_\_\_

Name: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Primary Insurance Co \_\_\_\_\_ Primary Group/Policy # \_\_\_\_\_ / \_\_\_\_\_  
Family Physician Name \_\_\_\_\_ Physician Phone \_\_\_\_\_

Please elaborate on any medical conditions of which we should be aware:

Please list any medications currently being taken:

In the past 24 months, have you been tested, diagnosed and/or treated for a concussion: ☐ Yes ☐ No

If yes, provide the date (months and year), who performed the testing/diagnosing/treatment and what was the outcome:

Please list any allergies:

If None, please write None.

Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(regardless of age):

Participant, \_\_\_\_\_, has my permission to participate in training, competition, events, activities and travel sponsored by USA Volleyball or any of its Regional Volleyball Associations (RVAs). I approve of the leaders who will be in charge of this program. I recognize that the leaders are serving to the best of their ability. I certify that the participant has full medical insurance with the company listed above. I understand and agree that this document will be kept in the possession of authorized adult team personnel and that reasonable care will be used to keep this information confidential. I agree to allow the authorized adult team personnel to release this information in the event of a medical emergency to a third party medical provider. I also certify to the best of my knowledge that the participant named hereon is physically fit to engage in the activities described above.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

If, during the course of my daughter's/son's activities in volleyball, she/he should become ill or sustain an injury, I hereby **authorize** you to obtain emergency medical/dental care. I will assume financial responsibility for the bills incurred through my insurance company.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian

or

**I do not authorize** emergency medical/dental care for my daughter/son.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian

## SCVA Letter of Commitment – Junior Girls

(Bakersfield, Las Vegas, San Diego Members)

DO NOT SIGN WITHOUT READING CAREFULLY. DO NOT SIGN PRIOR TO WEDNESDAY, OCTOBER 12, 2016 (14&Under), WEDNESDAY, NOVEMBER 9, 2016 (15&UNDER), OR THURSDAY, NOVEMBER 17, 2016 (16/18&Under).

This requirement has been created to protect the player and parent/guardian as a member of a club.

1. **Basic Penalty.** I understand that by signing this letter. I am committed to joining the club named with this document for the entire 2016/2017 season. If I compete for another club, I may be subject to suspension for the remainder of the season.
  - a. **Early Signing Period.** A player who signs a Letter of Commitment before October 12, 2016 (14&under), November 9, 2016 (15&under), or November 17, 2016 (16/18&under) is subject to suspension for the entire season. A club representative may not ask a player to sign prior to October 12, 2016, November 9, 2016, or November 17, 2016 either.
  - b. A player may not sign a Letter of Commitment before October 12, 2016 (14&under), November 9, 2016 (15&under), or November 17, 2016 (16/18&under) regardless of the date of the tryout. A player who signs a Letter of Commitment or a club that allows a player to sign at a tryout date prior to the stated commitment date is subject to suspension for the entire season. Under no conditions may the Letter of Commitment be pre-signed or pre-dated before this time frame. In turn, no deposit monies, team or club fees can be collected before October 12, 2016 (14&under), November 9, 2016 (15&under), or November 17, 2016 (16/18&under).
  - c. **Only One Letter of Commitment Permitted.** A player who signs more than one Letter of Commitment with more than one club is subject to suspension for the entire 2016/2017 season.
2. **Verbal Commitments.** A player may commit verbally to a club prior to October 12, 2016 (14&under), November 9, 2016 (15&under), or November 17, 2016 (16/18&under). A verbal commitment is not binding. The player may revoke the commitment at any time, before signing the Letter of Commitment, without penalty.
3. **Recruiting Ban after Signing.** I understand that all clubs are obligated to respect my signing and shall cease to recruit me upon my signing this document. I shall notify any recruiter who contacts me that I have signed.
4. **Club Signatures Required Prior to Submission to the SCVA.** This document must be signed and dated by the Club Director before being submitted to the SCVA along with other registration documents.
5. **Parent/Guardian Signature Required.** My parent, or legal guardian, is required to sign this Letter of Commitment if I am less than 21 years of age at the time of signing.
6. **Falsification of Letter of Commitment.** If I falsify any part of this Letter of Commitment, including the date, I understand that I am subject to suspension for the entire 2016/2017 season.
7. **Nullification of Other Agreements.** My signature on this Letter of Commitment nullifies any agreements, verbal or otherwise, which would release me from the conditions stated within this document.
8. **Binding Agreement.** I understand that I have signed this Letter of Commitment with the club and not with a particular individual. If the coach or any player(s) leave the team, I remain bound by the provisions of this document. Basis of release from commitment from club: dramatic material changes from what was promised, examples but are not limited to dramatic changes in practice schedules a club makes or dramatic changes from what was promised, then it may be grounds for a release from the commitment. Examples include, but are not limited, to significant changes in practice schedules, practice locations, tournament schedule, costs, etc.

I certify that I have read all terms and conditions in this document. I have discussed them with the club representative named within, and I fully understand, accept, and agree to be bound by them.

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**NOTE: IT IS A VIOLATION OF SCVA POLICY TO POST-DATE THIS DOCUMENT**  
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Club Name: WAVE VOLLEYBALL CLUB

Team Name: \_\_\_\_\_

Player's Name: \_\_\_\_\_

Player's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's Phone #: \_\_\_\_\_

Parent's Email: \_\_\_\_\_

Club Director: Brennan Dean

Director's Signature: BAD Date: 11/17/16

# Statement of Financial Responsibility 2016-2017

## WAVE Volleyball Club

Player's Name: \_\_\_\_\_ WAVE Team: \_\_\_\_\_

Responsible Party 1: \_\_\_\_\_ Phone: \_\_\_\_\_

Responsible Party 2: \_\_\_\_\_ Phone: \_\_\_\_\_

Responsible Party 3: \_\_\_\_\_ Phone: \_\_\_\_\_

I/we, the undersigned, am/are financially responsible for all charges incurred while the above named player is playing for WAVE Volleyball Club for the 2016-2017 club volleyball season. I understand that all charges for the season must be satisfied per the payment schedule. I agree to pay all costs/fees related to dues, registration, uniforms, tournament as scheduled, and understand I am financially responsible for the above player's travel expenses including, but not limited to, room and board. I acknowledge receipt of the payment schedule.

Responsible Party(ies) Sign Below:

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)



### ACH Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your checking or savings account. Recurring payments will make your life easier! It's convenient (saving you time and postage). Your payment is always on time (even if you're out of town), eliminating late charges.

#### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. The charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or pay schedule changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

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#### Please complete the information below:

I \_\_\_\_\_ authorize WAVE Volleyball Club to charge my bank account indicated below on the 1st of each month for payment of my 2016-2017 WAVE dues and fees per the team payment schedule, and/or for 2016-2017 WAVE ISPE. I acknowledge I was given a copy of the payment schedule.

PLAYER NAME: \_\_\_\_\_ TEAM: \_\_\_\_\_

*\*Indoor GIRLS: Please note if your team attends a national Qualifier or extra travel tournament (e.g., TripleCrown, Las Vegas), that payment will be deducted on the 15<sup>th</sup> per the payment schedule.*

#### IF RE-ENROLLING IN THE PROGRAM – CHECK HERE

☐ **I am reenrolling and my account is on file**

**AND SIGN BELOW. NO NEED TO FILL OUT FORM AGAIN ☺**

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type: ☐ Checking ☐ Savings

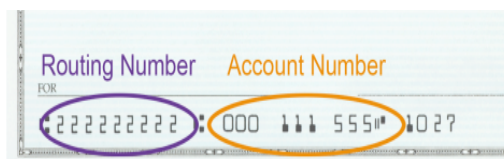
Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify WAVE Volleyball LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that WAVE Volleyball LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$20 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.



I and/or my child (collectively "I," "me," or "my") understand and acknowledge that I have voluntarily chosen to participate in activities at Wave Volleyball and/or to use the Wave Volleyball facilities, including but not limited to indoor, outdoor, and sand volleyball; weight, strength, and fitness training and instruction; participation in leagues, competitions, tournaments, camps, or special events; instruction in any activities; and/or any other activity undertaken on Wave Volleyball's premises (hereinafter collectively referred to as the "Wave Volleyball Activities") and use of buildings, locker rooms, indoor and outdoor volleyball courts, including sand courts, fitness equipment, weights, and other facilities owned or used by Wave Volleyball (hereinafter collectively referred to as "use of the facilities"). In consideration for my being allowed to participate in the Wave Volleyball Activities and the use of the facilities, I hereby agree to release and discharge from all liability Wave Volleyball Club LLC, Set Spike LLC, Fairgrounds Volleyball Center (FVC), Del Mar Fairgrounds, the City of Del Mar, Brennan Dean, Don Beaumont, Ed Machado, and each of their agents, owners, members, affiliates, investors, officers, directors, volunteers, employees, coaches, instructors, tournament sponsors, contractors, all other persons or entities acting in any capacity on their behalf, all landlords and property owners (hereinafter collectively referred to as "Wave Volleyball"), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as set forth herein.

1. **Acknowledgment of Risk:** I recognize that there are inherent and other risks, which may or may not all be listed in this document, associated with the Wave Volleyball Activities. These dangers include but are not limited to falling; striking padded or unpadded surfaces; being injured by balls, posts, other objects, or the actions or inactions of participants, instructors, or spectators; equipment failures; risks associated with playing volleyball on hard surfaces and sand; risks associated with encounters with animals and insects; and illness or injury resulting from engaging in physical activity. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I understand that I alone am responsible to decide whether to engage in the Wave Volleyball Activities. I confirm that I am physically and mentally capable of participating in the Wave Volleyball Activities, and I understand that if my mental or physical condition changes after the execution of this agreement such that I am not capable of participating in the Wave Volleyball Activities, I am obligated to cease participating in the Wave Volleyball Activities.

2. **Assumption of Risk:** Despite the risks involved and as consideration for being allowed to participate in the Wave Volleyball Activities, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with my participation in the Wave Volleyball Activities and use of the facilities.

3. **Agreement Never to Sue:** **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** Wave Volleyball for any damage, injury or death to me arising from participation in the Wave Volleyball Activities or use of the facilities, regardless of cause, including the **ALLEGED NEGLIGENCE** of Wave Volleyball, including claims of negligent instruction, with the exception of claims that cannot be released under applicable law. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Wave Volleyball Activities or use of the facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY** that will apply whenever I participate in the Wave Volleyball Activities or use of the facilities, and that each time I use the facilities and/or engage in the Wave Volleyball Activities, that will constitute a renewal and reaffirmation of my and acceptance of this agreement.

4. **Indemnity:** If I, my child, my heir, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the Wave Volleyball Activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Wave Volleyball for any and all damages, attorney's fees, and costs arising out of such a claim or a lawsuit. If I execute this agreement on behalf of another person, I certify that I am authorized to execute this agreement on their behalf and agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Wave Volleyball in the event that person brings a claim and contends that I was not authorized to execute this agreement.

5. **Governing Law, Jurisdiction and Severability.** I agree that this Waiver and Release of Liability shall be governed by California law and construed as broadly as permissible under the law. In the event that I file a lawsuit against Wave Volleyball, I agree to do so solely in the State of California, San Diego County Superior Court. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

6. **Photo and Video Release:** I acknowledge that Wave Volleyball and other participants may photograph or videotape the Wave Volleyball Activities and Wave Volleyball facilities. I agree that Wave Volleyball may use these recordings in any way without compensation to me including, but not limited to, for marketing purposes and as evidence in any litigation.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND IF I AM SIGNING ON BEHALF OF A MINOR PARTICIPANT, THAT I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN.**

Signature of Participant and/or Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Participant and/or Parent/Legal Guardian: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name of Minor Participant(s): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_