

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

I hereby assume all of the risks of participating in the activities at this facility, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate in the Event by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Event. I acknowledge that this Agreement Waiver and Release of Liability Form will be used by the organizers of the Event in which I may participate and that it will govern my actions and responsibilities at said Event.

In consideration of my application and permitting me to participate in the Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I HEREBY WAIVE, RELEASE, AND DISCHARGE Volleyball Performance Academy, Inc., Sparks VBC, Martin Sandos and Mel / Ryan Algeo and/or their owners, coaches, agents, representatives and volunteers from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Event. This will also exclude any liability for communicable disease such as Coronavirus or Pandemic situations.
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph (A) from any and all liabilities or claims made as a result of participation in the Event, whether caused by negligence or otherwise. This will also exclude any liability for communicable disease such as Coronavirus, etc.

I acknowledge that this Event may carry with it the potential for serious injury and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration.

I consent and agree that Volleyball Performance Academy, Inc., Sparks VBC, Martin Sandos and Mel / Ryan Algeo and/or their coaches, agents, representatives and volunteers may take photographs or digital recordings of me as a participant during the Event and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

This Agreement, Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. **I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.**

Print Participant's Name and Age

Signature (if under 18 years Parent or Guardian must sign)

Date

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, has consented to his/her child or ward's participation in the Event, and has agreed individually and on behalf of the child or ward, to the terms of the Agreement, Waiver and Release of Liability set forth above on behalf of the minor and the parents or legal guardian.

Print Participant's Name and Age

Signature (if under 18 years Parent or Guardian must sign)

Date

Contact Email: _____