

Heart2Serve Volleyball Club

Waiver and Release of Liability

Please carefully read the following document and sign below. This is a legal document.

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 in volleyball activities organized by Heart2Serve Volleyball Club, LLC ("Heart2Serve").**

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 or my participation in any volleyball event, **the following persons or entities**: Heart2Serve Volleyball Club, LLC and its officers, members, owners, directors, employees, representatives, coaches, volunteers, contractors, agents, and sponsors;
- 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.
- d) I fully understand that there exists the possibility and risk that I may be exposed to communicable diseases such as COVID-19 / Coronavirus as a result of my participation in volleyball activities, and with that understanding, **I hereby elect to voluntarily participate** in volleyball activities, to enter upon Heart2Serve's facilities, and to engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me, my family, my contacts, and/or my property. **I further voluntarily assume full responsibility** for any subsequent infection, diagnosis, and/or contraction of communicable diseases such as COVID-19 that I may be exposed to as a result of my participation in volleyball events and being on these facilities, whether caused by the negligence of Heart2Serve or otherwise. **I agree not to participate** in Heart2Serve's activities if I show symptoms that indicate that I've contracted a communicable disease, especially COVID-19, for as long as I'm contagious.

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 participant 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 Heart2Serve's events.

This Waiver and Release shall remain in effect until terminated in writing by me or by Heart2Serve Volleyball Club, LLC.

Player

Parent/guardian

Player name: _____

Parent/guardian name: _____

Player signature: _____

Parent/guardian signature: _____

Date: _____