



WAIVER

Player and her Parents and/or Guardians (collectively and individually referred to herein as "PLAYER") understand and agree that Player would not be permitted to participate in or simply attend any practices, training, workouts, scrimmages, matches, clinics, camps and/or events at Volley (collectively and separately referred to as "the workouts") unless they agree to the terms and conditions in this Waiver, and therefore in exchange for being permitted to participate in and/or attend any of the workouts, hereby knowingly and voluntarily agree to each of the following terms and conditions:

PLAYER acknowledges and understands that (a) **there are certain inherent risks** associated with participating in the workouts and those risks may be significant, including the potential for serious injuries, viruses, permanent injuries and even death, including but not limited to contracting the COVID-19 corona virus, other viruses, illnesses, and/or suffering bodily injury, concussions, strains, broken bones, fractures, ACL/MCL injuries, partial and/or total paralysis, death, or other injuries that could cause serious disability; (b) these risks and dangers may be caused by the actions/inactions of the people running, assisting or participating in the workouts, other people participating in the workouts, the forces of nature or other causes; and (c) these risks and dangers may arise from foreseeable or unforeseeable causes including but not limited to, balls striking PLAYER, PLAYER falling or bumping into others, PLAYER falling, running, jumping, landing or diving towards or away from a ball or equipment, and/or any equipment and/or facilities falling or failing.

Despite these inherent risks, PLAYER knowingly and voluntarily **assumes all such risks**, whether known and unknown, whether caused in whole or in part by the negligence of any persons assisting, planning, running or participating in the workouts, and therefore assumes full responsibility for PLAYER's participation in the workouts.

In exchange for PLAYER being allowed to participate in the workouts, PLAYER (including her parents and guardians), on behalf of themselves, their heirs, assigns, personal representatives, legal representatives and next of kin, hereby knowingly and **voluntarily COMPLETELY RELEASES** the owner of Volley, its landlord, Bob Kawamura, Dave Shoji, Matt Sonnichsen, Daniel Mar, Mar Training, Alan Lau, Lisa Strand, Charlie Wade, Chad Giesseman, Lynden Keala, Luis Ramirez, Duke Robins, Daryl Tamashiro, Keali'i Parker, Daniel Mar, Nick Castello, Matt Sonnichsen, Jordan Nakamura, Trevor Suzuki, Sky Engleman, and any and all other coaches and/or volunteers, the Hawaii Volleyball Foundation, Hawaii Volleyball Combine, Hawaii Volleyball Showcase, Hawaii Volleyball Training and/or any volleyball club from **ANY AND ALL CLAIMS OR LAWSUITS OF ANY TYPE WHATSOEVER**, for **ALL** types of damages to include but not limited to any type of personal injuries, COVID-19 coronavirus, other viruses, illnesses, death, property damage, economic and/or educational opportunities and/or economical damage to PLAYER arising out of or relating to the workouts and/or equipment and /or facilities.

PLAYER also agrees to completely defend and indemnify said released parties from all claims or lawsuits that may be brought by himself/herself and/or on PLAYER's behalf, or by anyone else, relating to any injury, virus, death or damage to PLAYER and/or her family members or friends, arising out of or relating to the workouts and/or equipment and/or facilities. PLAYER specifically agrees that if he/she or anyone on his/her behalf or PLAYER's behalf, brings any claim or lawsuit relating to the workouts and/or equipment and/or facilities, that he/she shall be responsible for paying upfront all attorneys' fees and costs incurred by anyone and everyone released in this agreement.