



## **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, open gyms, parties, concerts, and/or any other events (collectively and separately referred to as "the training") at Volley Hawaii ("Volley"), unless they agree to the terms and conditions in this Waiver, and therefore **in exchange for being permitted to participate in and/or attend and/or observe any of the training, hereby knowingly and voluntarily agree with Volley to each of the following terms and conditions:**

PLAYER acknowledges and understands that (a) **there are certain inherent risks** associated with participating in the training 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 managing, running, assisting or participating in the training, other people participating in the training, 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 other or into walls, poles, or equipment, PLAYER falling, running, jumping, landing or diving towards or away from a ball or equipment, and/or any equipment and/or part of the facilities falling, failing or malfunctioning.

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 managing, assisting, planning, running, or participating in the training, and therefore assumes full responsibility for PLAYER's participation in the training at Volley Hawaii.

In exchange for PLAYER being allowed to participate in the training, 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** Volley, the owner of Volley, its landlord, any and all coaches, clubs, players, schools, companies, sponsors, and organizations, 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 training and/or arising out of or relating to any equipment and/or the 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 training 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 training 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.

THE UNDERSIGNED HAS READ, UNDERSTANDS AND AGREES WITH EACH OF THE TERMS OF THIS AGREEMENT, AND ACKNOWLEDGES THAT BY SIGNING THIS WAIVER AND/OR PARTICIPATING IN THE TRAINING, PLAYER AND HIS/HER PARENTS/GUARDIANS' AND ANYONE ON-SITE OBSERVING PLAYER, AGREE TO EACH OF THE TERMS AND CONDITIONS IN THIS AGREEMENT.

Date: \_\_\_\_\_, Honolulu, Hawaii.

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

Player's Name: \_\_\_\_\_ Player's Date of Birth: \_\_\_\_\_

\*If Player is under 18, his/her parent must sign below:

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

Parent/Guardian's Name: \_\_\_\_\_