

WAIVER AND RELEASE

IN CONSIDERATION of being permitted to participate in any way in activities at the Alabama Volleyball Association LLC facility (hereafter AVA) or other activities of AVA, I, for myself, my son or daughter, my personal representatives, assigns, heirs, and next of kin:

I acknowledge, agree and represent that I am in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

I FULLY UNDERSTAND that: this activity involves risk of serious bodily injury and death, that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the persons and organizations named below, that there may be other risks and losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Kenneth Cain, Jr. and/or the Alabama Volleyball Association LLC, its administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT _____

ADDRESS: _____
(Street) (City) (State) (Zip)

DOB _____ PHONE _____ Email _____

PARTICIPANT'S SIGNATURE DATE

Below section must be completed by Parent/Guardian for any participant under the age of 19.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THIS VOLLEYBALL ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HAVE READ THIS RELEASE AND HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM OR CLAIMS AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE _____ EMAIL _____

PARENT/GUARDIAN SIGNATURE (ONLY IF PARTICIPANT IS UNDER AGE 19) DATE