

# **NUF VOLLEYBALL CLUB 2018**

## **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in volleyball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence NUF Volleyball Club and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that volleyball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, running, jumping, sudden stops or changes in direction, intense swinging of the arms, that might result in injury; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume –and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release.

**I have read and understood this document and I agree to be bound by its terms.**

**Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

# PARENT OR GUARDIAN

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. I give permission to NUF Volleyball Club to treat Child or arrange for medical care or treatment for the child in any situation deemed reasonably necessary by NUF Volleyball Club. If circumstances permit, we shall attempt to communicate first via telephone with the following emergency contact of child.

Primary Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Secondary Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event neither emergency contact can be reached or if the urgency of the situation requires immediate attention without prior telephone contact, NUF Volleyball Club may arrange for medical treatment for the Child at the expense of the parent or guardian signing this form.

**Health Insurance information for this Child is as follows:**

**Insurance Company:** \_\_\_\_\_ **Policy number** \_\_\_\_\_

In order to seek appropriate medical care of treatment of Child, please disclose the following:

Allergies: \_\_\_\_\_ (please specify, enter "none")

Heart disease or other: \_\_\_\_\_ (please specify, enter "none")

Any other conditions, symptoms or disabilities which would or might affect medical care or treatment \_\_\_\_\_

\*\*\*Parent or Guardian Signature \_\_\_\_\_

\*\*\*Print Name \_\_\_\_\_ Date \_\_\_\_\_