



Volley America

Assumption of Risk – Waiver of Liability – Indemnification Agreement

(READ BEFORE SIGNING)

Volley America Corporation is a national organization located in Keyport, NJ, which, through its member organizations, provides opportunities for youth and adults to learn and develop their volleyball and beach volleyball skills through participation in volleyball camps, clinics, leagues and tournaments. Volley America and its Member Organizations will hereafter be referred to as **VA**. Some of the many benefits of participation in volleyball include improvement of physical fitness, fun & enjoyment, learning teamwork, opportunity to compete, better health, weight maintenance, social interaction, building friendships, and involvement in wholesome recreation.

While these and other benefits of volleyball are apparent, VA feels it is important that the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)** understand that there are risks inherent in all physical activity including volleyball. While VA takes great care to reduce the risks associated with volleyball participation, it is impossible to eliminate all risks, including the risk of injury. Some of the inherent risks of volleyball include trauma and stress (e.g., to bones, muscles and joints); falls on hard surfaces; being struck by fast moving balls; collisions (e.g., with other players, standards, obstructions, or walls); inflammation (e.g., in joints, muscles, tendons, etc.); weather-related risks (e.g., hot, humid weather; cold, inclement weather; lightning; high winds); over-exertion; participant failure to adhere to rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; playing surface faults (e.g., uneven, slick, wet); unexpected facility hazards or defects; errors in judgment by VA personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

VA feels that it is important that the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)** understand that three types of injuries can occur. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. *Serious injuries* are less common, but do occur in volleyball. They include, but are not limited to, stress fractures: broken bones (e.g., fingers, arms, legs); concussions; torn tendons, ligaments, or cartilage; rotator cuff injuries; eye injuries; cuts, broken teeth; and internal injuries. *Catastrophic injuries* are very rare; but VA feels that you should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

Assumption of Inherent Risks: I, the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)** assert that I am familiar with the inherent risks of volleyball and have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. I understand that all activities of VA include inherent risks that cannot be totally eliminated regardless of the care taken by VA. I know, understand, and appreciate the types of injuries inherent in VA activities. I, the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)**, hereby assert that 1) **my participation is voluntary** and that 2) **I knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of VA: In consideration of permission to participate in VA activities, today and on all future dates, **I, the VA Adult Participant or VA Minor Participant (& Parent/Guardian)**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge VA** including their partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the Protected Parties.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in VA activities including, but not limited to: league play, tournaments, camps, clinics, special events, recreational play, practice, and training/conditioning activities. It applies also while I am an observer or spectator and for my individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)**, also agree to hold harmless, defend, and indemnify VA (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in VA Activities, (including those arising from the inherent risks of the activity or the ordinary negligence of *Protected Parties*).

I further agree to hold harmless, defend, and indemnify VA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in VA activities.

Clarifying Clauses: I, the **VA Adult Participant or VA Minor Participant (& Parent/Guardian)** confirm:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and VA and that it cannot be modified or changed in any way by representations or statements by any agent or employee of VA.

