

Anchor Volleyball Waiver

ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT

I understand that Anchor Volleyball does not and cannot ensure that the Participants' participation in camps/clinics/private lessons is free from risk. I wish to participate in the Anchor Volleyball Private/Group Lesson/Camps described below (the "Program"), and I understand the nature for the Program and the potential risks involved, including risks of personal injury and death and property damage or loss. I assume sole and full responsibility for my safety during participation in the Program.

PROGRAM DESCRIPTION AND TERM:

In consideration of participation in the camp, clinic, or private lesson, I agree as follows:

1. I will comply with all directions of Anchor Volleyball coaches and staff or student leaders before, during, or after participation in the Program.
2. Anchor Volleyball cannot be held responsible for the personal actions of any Participant, including myself, which may result in injury, loss of or damage to personal effects, or for any illness and/or accident to any Program participant.
3. Anchor Volleyball and its employees and student organization leaders act only in the capacity of Program planner for the participants, and I hold them free of responsibility for any loss, injury or damage to persons, property or otherwise resulting, directly or indirectly, from accidents, injuries, or property damage, or from any causes beyond the control of Anchor Volleyball and its employees.
4. Should I sustain any personal injury of any kind or any property damage as a result of participation in the Program, I hereby release, and shall indemnify, defend and hold harmless Anchor Volleyball and its coaches, employees, volunteers and student organization leaders from any and all liability, claims, actions, costs, and expenses, including, but not limited to, attorneys fees, that may arise from injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim, and actions caused entirely or in part by any act or failure to act by Anchor Volleyball (or its coaches, employees, owners, or volunteers), including, but not limited to, negligence, mistake, or failure to supervise by Anchor Volleyball. This Agreement covers all aspect of participation in the Program.
5. In the event that Anchor Volleyball shall be found liable for any personal injuries or property damage, I agree that Anchor Volleyball's sole responsibility shall be to refund to me any fees charged by Anchor Volleyball for the Program, and I waive all other claims for damages, loss, injury, cost or expense.

6. This Release and Waiver shall be construed under the laws of the Commonwealth of Virginia and I agree to submit any claims hereunder or otherwise arising out of the Program to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Program.

Participant's name (please print): _____

Participant's signature: _____ Date: _____

-----FOR CHILDREN UNDER THE AGE OF 18-----

I do hereby give my permission and consent for my child(ren) to participate in the Program and agree to be fully bound by the terms and conditions of this Agreement on behalf of myself/ourselves as his/her parent(s)/guardian(s). I/we agree that the provisions of this Agreement, including, but not limited to, the provisions relating to the release, indemnification and holding harmless of Anchor Volleyball and its agents, employees, board, and faculty are applicable to me/us and that I/we are bound thereby. I/we further acknowledge that my child is covered by adequate medical and/or accident insurance. I/we further agree to indemnify and hold Anchor Volleyball harmless from and against any claims asserted by my/our child. No oral representations, statements or inducements have been made to me/us with regard to this Agreement or the Program.

Parent/guardian name

(please print) _____ Relationship _____

Parent/guardian signature _____ Date: _____

Parent/guardian name

(please print) _____ Relationship _____

Parent/guardian signature _____ Date: _____