

SECTION I

WAIVER AND RELEASE OF LIABILITY

I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. With a full understanding of the potential risks, **I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEYBALL EVENT.**

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from or my participation in any volleyball event, **THE FOLLOWING PERSONS OR ENTITIES:** Top Flight Volleyball Club, tournament directors, sponsors, officers, directors, employees, representatives, athletes, participants, and agents of any of the above; b) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; c) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions; d) **I WAIVE ANY RIGHT TO INSPECT OR APPROVE THE USE OF IMAGES OR RECORDINGS** or of any written copy. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless the producers from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

SECTION II

ACKNOWLEDGEMENT & AGREEMENT

In consideration of the rights and privileges granted to me by my registration with Top Flight Volleyball Club, by acknowledging this form, I certify that

1. I have read and understand the Waiver and Release of Liability;
2. I understand that I have given up substantial rights
3. I (or my parent or legal guardian) am at least eighteen (18) years old;
4. I agree and consent to abide by the Waiver and Release of Liability set forth herein

If applicant is under 18 years of age, a parent or guardian must acknowledge, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The registering parent and natural guardian or legal guardian of the applicant acknowledges the foregoing Waiver and Release for and on behalf of the minor registered. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release.

Top Flight Volleyball Club

WAIVER FORM

