



JUGGERNAUT VOLLEYBALL

2020-21

Athlete Waiver/Release Form

Player Name: _____

In consideration of my/the minor's participation in any way in any Juggernaut, rMac, YDP, RMR, USAV, AAU, JVA or other similar volleyball or volleyball related activity ("Activity"), wherein such Activity for definition purposes shall include all modes and types of travel to or from or during the Activity, I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am/the minor is qualified, in good health, up to date on all vaccinations, and in proper physical condition to participate in such Activities, as is, without modification, accommodation, or special personnel. I further agree and warrant that if at any time I believe conditions to be unsafe, I/the minor will immediately discontinue further participation in the Activity. **Initial** _____
2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF A SERIOUS SICKNESS OR BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, CORONAVIRUS, PERMANENT DIABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own/the minor's actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economical 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/the minor incurs as a result of my/the minor's participation in the Activity. **Initial** _____
3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE 2wins, LLC dba Juggernaut, ("Juggernaut"), USAV, AAU, JVA, rMac-Rocky Mountain Athletic Center ("rMac"), their parent, related, affiliated, and subsidiary companies, as well as the owners, officers, directors, agents, attorneys, employees, representatives, successors and assigns of each of the foregoing entities, and Juggernaut's and rMac's sub-contractors, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by Juggernaut, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE RESCUE OPERATIONS, NEGLIGENCE SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my/the minor's behalf, makes a claim against any Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. **Initial** _____
I, or we, grant to the directors, staff, coaches, assistants, assigned chaperones, or assigned volunteers of any Activity to act as guardians/spokesperson in granting permission for emergency treatment/hospitalization (including anesthesia) if believe to be necessary for the minor en route to or from or at the site of any Juggernaut or rMac event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by phone, such medical treatment as deemed necessary by competent medical personnel is authorized. **Initial** _____
4. MEDICAL AUTHORIZATION. In the event that I am incapacitated and cannot grant permission, I hereby authorize any licensed physician, emergency medical technician, hospital or other medical health care facility to treat or relieve any injuries received arising out of or relating to my participation herein. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries. I consent to the administration of anesthesia as deemed advisable. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for that on behalf of myself. **Initial** _____
MEDICAL ALLERGIES: _____ USES INHALER: YES NO
PHYSICIAN NAME: _____ PHONE #: _____
HEALTH INSURANCE COMPANY: _____ GROUP # _____
EMERGENCY CONTACT: (Other than the person signing below.) _____ PHONE #: _____
5. ACKNOWLEDGE: I/the minor are not experiencing any symptoms of illness, especially related to COVID-19. I/the minor have not, to the best of my knowledge, been around anyone who has been diagnosed with COVID-19. I/the minor have not traveled out of CO in last 14 days. **Initial** _____
6. SOCIAL MEDIA: I hereby authorize Juggernaut and/or the rMac to allow the reproduction, dissemination, and/or publication of my/the minor's name and/or likeness for medical coverage, public relations, or any other purpose which may involve the use of photographers, films, and/or video recording and understand that Juggernaut and/or rMac retains title, exclusive and unlimited rights to all social media photos, streaming files including live and archived games, interviews, and events broadcast to the Internet. This is to be done in conjunction with my/the minor's participation in any Activity and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my/the minor's participation in any Activity, nor will I/the minor receive any payment for the possible commercial use of my/the minor's name or likeness. **Initial** _____

I HAVE READ THIS AGREEMENT, FULLY AND 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 INTENT 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.

This Agreement shall be governed by the laws of the State of Colorado, and the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in binding Arbitration in Jefferson County, Colorado, through an Arbiter approved by Juggernaut, and subject to the Rules of Arbiter and applicable Colorado law.

PRINTED NAME OF PARENT/GARDIAN: _____ DATE: _____

PARENT/GUARDIAN SIGNATURE: _____