

# KAIZEN VOLLEYBALL

## LIABILITY WAIVER AGREEMENT

In consideration for being permitted to participate in activities sponsored by, and use the facilities and equipment provided by, Kaizen Volleyball Development Club ("Kaizen"), I - or if I am under the age of eighteen (18), then my parent and/or legal guardian on my behalf - agree to the following liability waiver agreement ("Agreement"):

**ASSUMPTION OF RISK:** I acknowledge that volleyball, like any sporting event, can be an extreme test of a person's physical and mental abilities and limitations, and that my participation in any volleyball event can result in serious injury, death, or property damage. With full knowledge of the potential risks **I HEREBY ELECT TO VOLUNTARILY PARTICIPATE IN VOLLEYBALL EVENTS AND ACTIVITIES, TO VOLUNTARILY ENTER INTO THE FACILITIES AFFILIATED WITH, OR SPONSORED BY KAIZEN, AND TO VOLUNTARILY UTILIZE ANY AND ALL ASSOCIATED EQUIPMENT** and furthermore **I VOLUNTARILY ASSUME ANY AND ALL RISKS ASSOCIATED WITH PARTICIPATING IN A VOLLEYBALL OR KAIZEN RELATED ACTIVITY OR EVENT.**

**INDEMNIFICATION:** I hereby additionally agree to indemnify and hold Kaizen harmless, both on behalf of myself, my executors, heirs, successors and assigns, from and for any loss, liability, damage or costs incurred by myself and/or any other persons, organizations, and entities stemming from or caused by my participation in any volleyball related activities, and any activity sponsored by, or affiliated with, Kaizen. It is my express intent that this Agreement serve as binding release, waiver, discharge and covenant not to sue Kaizen.

**COVID-19 (and other illness) RELEASE:** I fully understand that volleyball requires physical exertion in close proximity to others, that by participating in volleyball related activities I may be exposed to Covid-19 and other illnesses, and that such exposure may potentially cause harm to myself and people with whom I may come into contact. **I VOLUNTARILY, WITH FULL UNDERSTANDING OF THE RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND ANY OTHER ILLNESS, ASSUME FULLY RESPONSIBILITY FOR ANY INFECTION, SUBSEQUENT INFECTION, DIAGNOSIS, AND/OR CONTRACTION OF COVID-19 AND ANY OTHER ILLNESS, WHETHER RELATED TO KAIZEN OR ANY OTHER VOLLEYBALL RELATED ACTIVITY, PERSON, OR ENTITY, OR THE NEGLIGENCE OF KAIZEN OR ANY OTHER VOLLEYBALL RELATED ACTIVITY, PERSON, OR ENTITY.**

**MEDICAL AUTHORIZATION:** In the event that I am injured during any activity sponsored by, or affiliated with, Kaizen, I give Kaizen, its coaches, representatives, agents, and/or associates, including the employees, representatives, and/or agents of any venue where I may be participating in a Kaizen volleyball related activity, permission to arrange for any and all medically necessary treatment, and I shall be financially responsible for any such treatment.

**CHOICE OF LAW/SEVERANCE:** I agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. I further agree that if any provision or portion of this Agreement may be held invalid or unenforceable for any reason, that the remaining provisions shall continue in full force and effect as if the invalidated

provision or provisions were not party of the Agreement. If a court shall find that any provision of portion of this Agreement is invalid or unenforceable, but that limiting or reconstructing any such provision of the Agreement that such provision would be valid or enforceable, then any such provision shall be deemed as having been drafted, written, construed, and enforced as so limited or reconstructed.

TERMINATION/EXPIRATION: This Agreement shall be effective as of the date this Agreement is acknowledged, accepted, and agreed to, and shall remain in effect until terminated in writing by myself, or after the completion of my last participation in any event or activity sponsored by, or affiliated with, Kaizen.

**BY ENTERING MY ELECTRONIC SIGNATURE BELOW I ACKNOWLEDGE THAT I (WHETHER BEING ACKNOWLEDGED AND AGREED TO BY THE PLAYER OR THE PLAYER'S PARENT OR LEGAL GUARDIAN) HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT, AND THAT I AM CHECKING THE BOX TO ENTER MY ELECTRONIC SIGNATURE AS MY OWN FREE AND VOLUNTARY ACT.**

Electronic Signature:

Δ I/We have read, understand and agree to comply with the Waiver as outlined above.

