

Capital Volleyball Club
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 any or all of the following: property damage, including loss or damage to personal property; serious injury (including athletic injuries such as broken bones, concussions, or other injuries); sickness and disease (including communicable diseases and viruses (including COVID-19 or bacteria); trauma; pain & suffering; permanent disability; exposure to extreme conditions and circumstances; exposure to communicable diseases (including COVID19); accidents involving other participants; contact or collision with other participants, playing surfaces, balls or other natural or manmade objects; and, paralysis and death.

Coronavirus (COVID-19) is an extremely contagious virus that may spread easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to serious illness, personal injury, permanent disability, and death. Participating in Capital Volleyball Club (CVC) activities could increase the risk of contracting COVID-19. CVC in no way warrants that COVID-19 infection(s) will not occur through participation in CVC activities or by accessing the facilities hosting CVC.

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, exposure to disease, 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: CVC and its Board members, directors, sponsors, and the officers, coaches, representatives, facility owners, employees, staff 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; and
- 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.

Participant's Signature: _____

Date signed: _____

If participant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor. The undersigned parent and natural guardian or legal guardian of the participant (_____) executes the foregoing Waiver and Release for and on behalf of the minor named herein. 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. I fully consent to my child's participation in CVC events.

Parent/Guardian's Printed Name (if registrant is under 18 years of age): _____

Parent/Guardian's Signature: _____

Date signed: _____