

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING! By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement. As a Participant in the sport of volleyball and the programs, activities and events of the OVA, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of volleyball and the activities, events and programs of the Organization. In consideration of my participation in the sport of volleyball and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups, strenuous cardiovascular workouts and heatstroke;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling or hitting other participants;
- d) Falling to the ground or floor due to uneven, slippery or irregular surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

I have read and agree to be bound by paragraphs 3 and 4.

Release of Liability

5. In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities and events of the Organization, I agree:

- a) That my physical condition has been verified to participant in the activities, events and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of volleyball and the activities, events and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

I have read and agree to be bound by paragraph 5.

Acknowledgement

By printing in your name and the date below and signing this document, you agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your heirs, executors, administrators and representatives even if you have not read the Agreement.

Name of Participant: _____
(Please Print)

Signature: _____

Date: _____

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(FOR THOSE 17 YEARS OF AGE AND YOUNGER)

WARNING! By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement. As a Participant in the sport of volleyball and the programs, activities and events of the OVA, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of volleyball, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of volleyball and the programs, activities and events of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of volleyball and the activities, events and programs of the Organization. In consideration of my participation in the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling or hitting other participants;
- d) Falling to the ground or sand due to uneven, slippery or irregular terrain or surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

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5. In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities and events of the Organization, I agree:

- a) That my physical condition has been verified to participant in the activities, events and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of volleyball and the activities, events and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

I have read and agree to be bound by paragraph 5.

Acknowledgement

By printing in your name, writing the date below and signing this document, you and your child/ward agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your child/ward, your heirs, executors, administrators and representatives even if you have not read the Agreement.

Name of Participant: _____
(Please Print)

Parent or Guardian's Name: _____
(Please Print)

Parent or Guardian's Signature: _____

Date:

ONTARIO VOLLEYBALL ASSOCIATION

TERMS AND CONDITIONS

Consent for Use of Personal Information and Photo Release

1. I, the Participant, authorize the Ontario Volleyball Association and Volleyball Canada to collect and use personal information about me for the purpose of registration and providing volleyball services, registration with Volleyball Canada, receiving communications from the Ontario Volleyball Association and Volleyball Canada with regard to programs, events, promotions and sponsorships, and posting articles of interest, newsletters, promotions, rosters, statistics, images and results on the Ontario Volleyball Association and Volleyball Canada website.

2. Furthermore, I, the Participant, grant permission to the Ontario Volleyball Association and Volleyball Canada to photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the Ontario Volleyball Association and Volleyball Canada through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that the audio/visual material and copyright will remain the sole property of the Ontario Volleyball Association and Volleyball Canada and I waive any claim to remuneration for use of audio/visual materials used for these purposes.

3. I understand that I may withdraw such consent at any time by contacting the Ontario Volleyball Association's Privacy Officer (director@ontariovolleyball.org). The Privacy Officer will advise the implications of such withdrawal.

We do not sell or distribute your personal information to any other third party not listed herein.

Acknowledgement

4. In consideration of the acceptance of my participation in the programs, events and activities of the Ontario Volleyball Association and Volleyball Canada, I the Participant agree as follows:

- a) To abide by the policies, rules and regulations of the Ontario Volleyball Association and Volleyball Canada.
- b) I accept sole responsibility for my personal possessions and athletic equipment.
- c) To uphold the high standards of the Ontario Volleyball Association and Volleyball Canada and will never do anything to damage their reputation.

5. I acknowledge that I have read these Terms and Conditions in their entirety and that I have executed these Terms and Conditions voluntarily.

Name of Participant:

(Please Print)

Participant's Signature:

(If 18 years of age or older)

Name of Parent or Guardian:

(If Participant is under 18 years of age)

Parent or Guardian's Signature:

(If Participant is under 18 years of age)

Date: