

Liability Waiver

Waiver

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT: **KINNECT VOLLEYBALL CLUB**

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND IF I AM SIGNING ON BEHALF OF A MINOR PARTICIPANT, THAT I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN.

I [player name entered above in form] (collectively "I," "me," or "my") understand and acknowledge that I have voluntarily chosen to participate in activities with Kinnect Volleyball Club and/or to use the facilities in which Kinnect Volleyball Club operates, including but not limited to indoor, outdoor, and sand volleyball; weight, strength, and fitness training and instruction; participation in leagues, competitions, tournaments, camps, or special events; instruction in any activities; and/or any other activity undertaken on the premises used by Kinnect Volleyball Club, (hereinafter collectively referred to as the "Kinnect Volleyball Activities") and use of buildings, locker rooms, indoor and outdoor volleyball courts, including sand courts, fitness equipment, weights, and other facilities owned or used by Kinnect Volleyball Club (hereinafter collectively referred to as "use of the facilities"). In consideration for my being allowed to participate in the Kinnect Volleyball Activities and the use of the facilities, I hereby agree to release and discharge from all liability Kinnect Volleyball Club, Good Shepherd Catholic School, Santa Cruz City Schools, Santa Cruz High School, Mission Hill Middle School, Harbor High School, Branciforte Middle School, Soquel High School, Pajaro Valley Unified School District, Aptos High School, Aptos Junior High, Watsonville High School, Pajaro Valley High School, Scotts Valley Unified School District, Scotts Valley Middle School, Scotts Valley High School, Enterprise Sports Club, the City of Scotts Valley, the City of Santa Cruz, the City of Aptos, the City of Watsonville, the City of Soquel, Justin Bates, Allison Ota, Brandon Torado and each of their agents, owners, members, affiliates, investors, officers, directors, volunteers, employees, coaches, instructors, tournament sponsors, contractors, all other persons or entities acting in any capacity on their behalf, all landlords and property owners (hereinafter collectively referred to as "Kinnect Volleyball"), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as set forth herein.

1. Acknowledgment of Risk: I recognize that there are inherent and other risks, which may or may not all be listed in this document, associated with the Kinnect Volleyball Activities. These dangers include but are not limited to falling; striking padded or unpadded surfaces; being injured by balls, posts, other objects, or the actions or inactions of participants, instructors, or spectators; equipment failures; risks associated with playing



volleyball on hard surfaces, grass and sand; risks associated with encounters with animals and insects; potential exposure to communicable disease such as viruses and bacteria in connection with use of the facilities; and illness or injury resulting from engaging in physical activity. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I understand that I alone am responsible to decide whether to engage in the Kinnect Volleyball Activities. I confirm that I am physically and mentally capable of participating in the Kinnect Volleyball Activities, and I understand that if my mental or physical condition changes after the execution of this agreement such that I am not capable of participating in the Kinnect Volleyball Activities, I am obligated to cease participating in Kinnect Volleyball Activities. I understand that it is my responsibility to comply with all posted procedures, including safety procedures and hygiene procedures intended to lessen the likelihood of the spread of disease between participants and/or staff.

2. Assumption of Risk: Despite the risks involved and as consideration for being allowed to participate in the Kinnect Volleyball Activities, I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH that might be associated with my participation in Kinnect Volleyball Activities and use of the facilities.
3. Agreement Never to Sue: I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY Kinnect Volleyball for any damage, injury or death to me arising from participation in the Kinnect Volleyball Activities or use of the facilities, regardless of cause, including the ALLEGED NEGLIGENCE of Kinnect Volleyball, including claims of negligent instruction, with the exception of claims that cannot be released under applicable law. I understand that this RELEASE OF LIABILITY will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Kinnect Volleyball Activities or use of the facilities. I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the Kinnect Volleyball Activities or use of the facilities, and that each time I use the facilities and/or engage in the Kinnect Volleyball Activities, that will constitute a renewal and reaffirmation of my and acceptance of this agreement.
4. Indemnity: If I, my child, my heir, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the Kinnect Volleyball Activities or use of the facilities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Kinnect Volleyball for any and all damages, attorney's fees, and costs arising out of such a claim or a lawsuit. If I execute this agreement on behalf of another person, I certify that I am authorized to execute this agreement on their behalf and agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS Kinnect Volleyball in the event that person brings a claim and contends that I was not authorized to execute this agreement.
5. Governing Law, Jurisdiction and Severability. I agree that this Waiver and Release of Liability shall be governed by California law and construed as broadly as permissible under the law. In the event that I file a lawsuit against Kinnect Volleyball, I agree to do so solely in the State of California, Santa Cruz County Superior Court. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall



nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND IF I AM SIGNING ON BEHALF OF A MINOR PARTICIPANT, THAT I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN