



SoCal Legends Volleyball Club | Event Participation Release Form Liability Waiver and Release

VOLUNTARY PARTICIPATION: I, the undersigned, acknowledge that I have voluntarily enrolled my child, as named above, (herein after referred to as “the Player”) to participate in an athletic event in the sport of volleyball run by SoCal Legends VBC LLC which shall encompass, but is not limited to, all manner of skills drills, contact drills, competition drills, stretching, agility testing, conditioning, and ball handling, either indoor on court space or outdoor on grass or beach or other designated surfaces.

ASSUMPTION OF RISK: I understand that club volleyball events—including but not limited to tryouts, clinics, workshops, practices, private and semi-private lessons, and demos, and also including this particular event—involve strenuous physical activities, which may result in injuries or damages to participants depending on the participant’s state of health and general physical condition. I warrant and represent that the Player is in general good health and that the Player has not been advised by a medical doctor, chiropractor, or anyone else, that the Player should not engage in the kind of physical exercise in which the Player now intends to engage. The Player is voluntarily participating in these activities with knowledge of the hazards involved and we hereby agree to accept any and all risks of injury or death.

RELEASE: As consideration for being permitted by SoCal Legends Volleyball Club to participate in these activities and to use one of SoCal Legend’s contracted facilities—including but not limited to various public or private elementary schools, middle schools, or high school, community centers, recreation center, gymnasium facilities, and assorted public or private grass or beach locations—I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives will not make claim against, sue or attach the property of SoCal Legends VBC, any of its affiliated organizations or contracted facilities (or the supplier of any of the equipment the Player will use in these activities) for injury or damage resulting from acts howsoever used by any employee, volunteer, agent or contractor of SoCal Legends as a result of the Player’s participation in this given volleyball event. I hereby release SoCal Legends Volleyball Club and any of its employees, volunteers, agents, contractors, affiliated organizations or contracted facilities from all actions, claims or demands that I, my assignees, heirs, distributees, guardian and legal representatives now have or may hereafter have for injury or damage resulting from my/his/her/our participation in this given volleyball event.

MEDICAL CARE: If during the course of the Player’s activities in this given volleyball event he/she becomes ill or sustains an injury, I hereby authorize SoCal Legends Volleyball Club, its volunteers, agents, employees or representatives to obtain emergency medical/dental care for the Player unless otherwise indicated. I will assume financial responsibility for any and all bills incurred as a result of any treatment. It is my sole responsibility as guardian or the Player to ensure SoCal Legends VBC has all necessary medical information and insurance policy information regarding health services, and the absence of such information is a choice I have elected to make in not providing said information to SoCal Legends.

IMAGE RELEASE: I understand that at this event or related activities, my child or I may be photographed. With my online acceptance of this Release, I hereby agree to allow and authorize the SoCal Legends Volleyball Club to use both my name, photo, video or likeness and my child’s name, photo, video, or likeness in connection with any legitimate purpose relating to SC Legends, its affiliates, this event itself, the sport of volleyball itself, or any other related activities, including but not limited to marketing materials, flyers, print advertisements, and on the SC Legends website at www.scl legendsvbc.com, or any of SoCal Legends’ affiliated websites.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability between me, SoCal Legends Volleyball Club and/or its employees, volunteers, agents or contractors, any of its affiliate organizations, and any other contracted facilities it uses, and I acknowledge its contents and agree to the terms, conditions, and contents fully of my own free will.

Parent Guardian Signature:

Parent Guardian Printed Name:

Date Signed: _____

Participant Signature:

Participant Printed Name:

Date Signed: _____

COVID-19 WAIVER

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate with SoCal Legends VBC (hereinafter, the Club) in all volleyball training practices or related/affiliated activities and any associated use of premises, facilities, staff, equipment, transportation, and services of the Club. The undersigned, on behalf of himself/herself, his/her minor child, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

- 1. EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID -19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- 2. Description of Activity or Program (The Activities):** Practices, personal training, or gatherings of any kinds involving volleyball, including but not limited to, conditioning, cross-training, education, clinics, or other activities located in the Club practice locations.
- 3. WAIVER AND RELEASE:** In return for being permitted to participate in the Activities UNDERSIGNED hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES** , the Club, its directors, coaches, staff, volunteers, or and other program participants and their families from liability from any and all claims, including the negligence of the Club, resulting in personal injury, death, accident or illness, and property loss, in connection with participation in the Activities and any use of the premises and facilities.
- 4. INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to indemnify and hold the Club harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of the undersigned's involvement in the Activities, and to reimburse the Club for any such expenses incurred.
- 5. INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
- 6. Dates:** July 1, 2021 through July 31, 2022
- 7. Severability and Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the California.

8. **Health Agreement:** UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced to protect the health of the UNDERSIGNED; (2) inform the Club of any Activities which the UNDERSIGNED does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that he or she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

9. **Acknowledgement of Understanding:** UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

Signature of Participant

Date

Name of Participant

Date of Birth

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Club Participant(s)

Assumption of the Risk and Waiver of Liability
Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

SoCal Legends VBC (the Club) has put in place preventative measures to reduce the spread of COVID-19; however, **the Club cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending the Club could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By **signing this agreement**, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I **voluntarily agree** to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Club or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Club Participant(s)