

Revolution Volleyball Academy
23040 N 11TH Ave, Suite 108, Phoenix 85027
revolutionvolleyballacademy@gmail.com

WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY FOR REVOLUTION VOLLEYBALL ACADEMY

I, _____ (Parent Name), on behalf of _____ (child's name) (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Revolution Volleyball Academy and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Revolution Volleyball Academy provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I understand that the activities that said CHILD will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Revolution Volleyball Academy, including but not limited to engaging in volleyball games, training at the facility, using the facility and its equipment, practicing and/or engaging in volleyball tournaments, house leagues or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Revolution Volleyball Academy whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD should require emergency medical care:

ABSENT PARENT RELEASE:

I _____ (parent representative) am signing on behalf of _____ (non present parent). The non present parent has given me consent to sign this document on their behalf and agrees to this full release of liability for their child _____ (child's name).

Signature of Parent (Guardian) _____ **Date:** _____

Player Name: _____ **Age:** _____

Parent Name: _____ **Email:** _____

Parent Name: _____ **Email:** _____

Emergency Contact Information

Emergency Contact Name: _____

Emergency Contact Number: _____

Revolution Volleyball Academy Athlete/Staff Requirements and the 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, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

The health and well-being of our staff and athletes remains our top priority. In order to minimize the risk of COVID-19 entering our environment and spreading amongst our community, we will only allow staff assigned to work and athletes scheduled to participate to be in our gym at this time. Parents wishing to remain on site can use outdoor common areas or the parking lot to wait for their athlete(s). Athletes waiting to attend a session will need to wait outside while maintaining social distance from others.

REVOLUTION VOLLEYBALL ACADEMY (hereafter referred to as the "Club") has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in Club's gym environment; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending sponsored activities at 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 agree to the participation terms described above and 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.

In addition to the foregoing, I also acknowledge that novel coronavirus ("COVID-19") infection have been confirmed throughout the United States, including cases in the State of Arizona, and within Phoenix. I hereby agree, represent, and warrant that I (and/or my daughter) (i) am not experiencing any symptoms of COVID-19 as described by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>), including, without limitation, fever, cough, or shortness of breath, and (ii) do not have a suspected or diagnosed/confirmed case of COVID-19. I also agree that should this change at any time, I will immediately notify Revolution Volleyball Academy.

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").

I further acknowledge and agree that, due to the nature of volleyball played at Revolution Volleyball Academy, social distancing of 6 feet per person may not be possible at all times. I fully understand and appreciate both the known and potential dangers of performing this activity, and acknowledge that, despite Revolution Volleyball Academy's reasonable efforts to mitigate such dangers, this activity may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I agree that, by participating in this contracted engagement, and by accepting the consideration received, I am expressly assuming the risk of such participation for me and/or my daughter

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 activity.

Participant's Name(s): _____ Age: _____

Participant's Signature (if 18 or older): _____

Parent/Legal Guardian Name(s) (for participants under 18): _____

Signature(s) of Parent/Legal Guardian: _____ Date: _____