

## **Assumption of Risk and Waiver and Consent Agreement ("Waiver & Release")**

ASSUMPTION OF RISK AND WAIVER: I ACKNOWLEDGE THAT PARTICIPATION IN SPORTS, GAMES AND SPORTING ACTIVITY IN GENERAL AND VOLLEYBALL SPECIFICALLY NECESSARILY INVOLVES PLAY WITH RISK OF SEVERE, PERMANENT PHYSICAL INJURY INCLUDING BRUISES, SCRAPES, STRAINED, SPRAINED OR TORN MUSCLES, TENDONS OR LIGAMENTS, BROKEN BONES, DISLOCATION OF JOINTS, CONCUSSION, BRAIN DAMAGE, NERVE AND SPINAL CORD INJURY, PARALYSIS AND DEATH. I ALSO ACKNOWLEDGE THAT THE EVENTS AS DEFINED BELOW INCLUDE SUCH PARTICIPATION AND RISK ON BEHALF OF THE PLAYER(S).

I WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES. (THE TERM "RELEASEES" IS DEFINED BELOW). I AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION OR CONTINUED PARTICIPATION AND, IF THE PARTICIPANT ("PLAYER") OR I OBSERVE ANY CONCERN IN PLAYER'S READINESS FOR PARTICIPATION IN PRACTICES, PRIVATE OR SEMI-PRIVATE LESSONS, GAMES, CAMPS AND/OR OTHER ACTIVITIES RELATED TO OR ASSOCIATED WITH COACHING, LESSONS AND/OR GAMES, AND/OR OTHER ACTIVITIES RELATED TO OR ASSOCIATED WITH WESTDALE VOLLEYBALL CLUB, CULVER SPORT LLC AND/OR ANY RELATED ENTITIES ("EVENTS"), I WILL REMOVE PLAYER FROM PARTICIPATION AND IMMEDIATELY AND BRING SUCH CONCERN TO THE ATTENTION OF THE NEAREST COACH OR REPRESENTATIVE AS SOON AS POSSIBLE.

I HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, KEVIN BEHRENDT, GREGORY SPECTOR, DANIEL BEHRENDT, CULVER SPORT LLC, WESTSIDE VOLLEYBALL CLUB, OTHER PLAYERS, CAMPERS, COACHES, EMPLOYEES, VOLUNTEERS AND OTHER REPRESENTATIVES AND ALL OWNERS, LESSORS, LESSEES OR OTHER PERSONS OR ENTITIES ALLOWING THE USE OF AND/OR OWNING THE FACILITIES, AND THE AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS OF SAID PERSONS OR ENTITIES ("RELEASEES") FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, EXPENSES AND COMPENSATION ARISING OUT OF OR IN ANY WAY RELATED TO A LOSS, INJURY OR OTHER DAMAGE TO PLAYER OR TO MEMBERS OF MY FAMILY OR MY HOUSEHOLD OR INDIVIDUALS I INVITE OR FOR WHOM I AM OTHERWISE RESPONSIBLE, OR TO THEIR PROPERTY, WHILE PARTICIPATING IN OR PRESENT AT ANY OF THE EVENTS, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I ALSO AGREE TO INFORM AND ENSURE PLAYER UNDERSTANDS THAT HEADING OR HITTING THEIR HEAD WITH THE BALL IS PROHIBITED DURING THE EVENT.

I ACKNOWLEDGE AND AGREE THAT THIS WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF CALIFORNIA AND AGREE THAT IF ANY PORTION OF THIS WAIVER AGREEMENT IS DEEMED TO BE INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

