

PERSEVERANCE ATHLETICS

VOLLEYBALL LIABILITY/WAIVER AGREEMENT

ATHLETE WAIVER/RELEASE OF LIABILITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way, in any amateur volleyball activity ("Activity") I, for myself, my personal representatives, assigns, heirs and next of kin: **1. ACKNOWLEDGE**, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **2. FULLY UNDERSTAND** that: (a) **ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");** (b) these Risks and dangers may be caused by my own actions or inactions, the actions of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;** (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity. **3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE** the Perseverance Basketball, Association staff (each considered one of the "RELEASEES" herein), the City of Sumter, specifically the South Hope and Birnie Hope Centers, or any other facility used for Activity **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHIOLE OR IN PART BY THE NEGLIGENCE OF THE RECREATIONAL OPERATIONS AND ACTIVITIES;** AND I FURTHER AGREE that if, despite this claim against any of the "RELEASEES", I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

FINANCIAL AGREEMENT

I, _____, legal guardian of _____ do promise to pay fees for individual workouts. **INDIVIDUAL WORKOUTS:** I agree to pay \$60/month for individual workouts, one hour per week for a total of four hours per month. Payment will be made prior to the start of each session. I also understand that there are "NO REFUNDS", unless there are extenuating circumstances (determined by director). In this case a written request for a refund must be received 30 days prior to termination of the program. All fees will be prorated, less a \$25 administrative fee, if approved. Prices increases will apply accordingly as well as sibling discounts or referral discounts.

AGREEMENT TO PARTICIPATE

I, or we, grant to the Directors, Coaches, Assistants, Assigned Chaperones or any other Volunteer/Staff of this event (Perseverance Basketball, Association), to act as guardians/spokespersons in granting permission for emergency treatment or hospitalization (including anesthesia) if necessary, for my child en route to or from, or at the site of an "Activity" or hospital /medical facility. I understand that should a health emergency arise, there will be an attempt to notify me, but if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby state that to be the best of my knowledge and the following information is true and correct.

PERSONAL PHYSICIAN'S NAME: _____

Physician's Phone Number: _____

Current Medications: _____

Allergies: _____

Insurance Company: _____

Ins. ID #: _____

Ins. Co. Phone Number: _____

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LITIGATION EXPENSES, ATTORNEY FEES, LOSS OF LIABILITY, DAMAGE OR ANY COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I FURTHER AGREE TO ALL WHICH IS STATED ABOVE.

Printed Name of Parent/Guardian

Date

Signature of Parent/Guardian
(if participant is under 18 y/o)

Date

Address/City/State/Zip

Cell Phone

Email Address(es)

Notary

Expiration Date