

# GABEACH

## V O L L E Y B A L L

### 2022/23 PARTICIPATION WAIVER

- **ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT:** Georgia Beach Volleyball Club / AKA GA Beach. I (we) have read this agreement and understand that I (we) have given up all rights by signing it. I (we) are aware that is a complete release of liability and a binding contract, and have signed it freely without any coercion. 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, then I am the participant's parent or legal guardian. I (we) understand and acknowledge that I have voluntarily chosen to participate in activities with Georgia Beach Volleyball / AKA GA Beach including but not limited to outdoor sand volleyball, strength, and fitness training and instruction; participation in leagues, competitions, tournaments, camps, or special events; instruction in any activities.
- **1. Acknowledgment of Risk:** I recognize that there are inherent risks associated with Georgia Beach Volleyball Club / AKA GA Beach activities and that all risks may not be listed in this document. These dangers include but are not limited to falling; contact with other participants, contact with padded or unpadded surfaces or equipment; or the actions or inactions of players, instructors or spectators; equipment failure and condition of playing area; risks associated with contact with animals and insects; weather related

risks; exposure to communicable disease such as viruses and bacteria; and illness or injury resulting from engaging in physical activity. 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 Georgia Beach Volleyball Club / AKA GA Beach activities. I certify that I am physically and mentally capable of participating in Georgia Beach Volleyball Club / AKA GA Beach activities and I understand that if my mental or physical condition changes once training begins, I must cease participation. 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 Georgia Beach Volleyball Club / AKA GA Beach activities, I agree to expressly assume any and all risk of injury or death that might be associated with my participation in Georgia Beach Volleyball Club / AKA GA Beach activities.

• **3. Agreement Never to Sue:** I COVENANT NOT TO SUE AND I RELEASE FROM LIABILITY Georgia Beach Volleyball Club / AKA GA Beach for any damage, injury or death to me resulting from participation in the Georgia Beach Volleyball Club / AKA GA Beach activities regardless of cause including the alleged negligence of Georgia Beach Volleyball / AKA GA Beach directors, coaches or personnel, including claims of negligent instruction, with the exception of claims that cannot be released under applicable law. I understand that this is a RELEASE OF LIABILITY that will apply whenever I participate in Georgia Beach Volleyball Club / AKA GA Beach activities and that each time I engage in such activities, that will constitute a renewal and reaffirmation of my acceptance of this agreement.

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**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 associated

with Georgia Beach Volleyball Club / AKA GA Beach activities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Georgia Beach Volleyball Club / AKA GA Beach for any and all damages, attorney 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 Georgia Beach Volleyball Club / AKA GA Beach in the event that person brings a claim and contends that I was not authorized to execute this agreement.

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**5. Governing Law, Jurisdiction:** I agree that this Waiver and Release of Liability shall be governed by Georgia law and construed as broadly as permissible under the law. In the event that I file a lawsuit against associated with Georgia Beach Volleyball Club / AKA GA Beach, I agree to do so solely in the State of Georgia, Gwinnett 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

#### 2021/22 Participation Waiver/Assumption of Risk and Liability/Photo Release

document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

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**6. PHOTO RELEASE:** Georgia Beach Volleyball Club / AKA GA BEACH has my permission photograph or video my child and use such recordings to publicly promote the club. I (we) understand that the images may be used in print publications, online presentations, websites, and social media such as Facebook, Twitter, Instagram, YouTube and/or Snapchat pages. I (we) also understand that no royalty, fee or other compensation shall become payable to me by reason of such use. I (we) agree to release, defend and hold harmless Georgia Beach Volleyball, its directors, coaches, staff and representatives from any claims, damages or

liability arising from or related to the use of photographs or videos for promotional purposes

• I (we) have read this agreement and understand that I (we) have given up all rights by signing it. I (we) are aware that is a complete release of liability and a binding contract, and have signed it freely without any coercion. 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, then I am the participant's parent or legal guardian.

Participant's Name \_\_\_\_\_

Parent/Guardian's printed name \_\_\_\_\_

Phone \_\_\_\_\_

email \_\_\_\_\_

Parent/Guardian's signature

\_\_\_\_\_

Date \_\_\_\_\_

