

Pointbreak VBC RELEASE OF LIABILITY

PLEASE READ BEFORE SIGNING PARENT/GUARDIAN RELEASE OF LIABILITY AND INDEMNITY FOR MINOR/CHILD'S PARTICIPATION IN POINT BREAK VOLLEYBALL CLUB'S PROGRAM.

In consideration of (MINOR'S NAME), my child or legal ward (my "Child"), being allowed to participate at **Point Break Volleyball Club** in their related events and activities, the undersigned hereby acknowledges and agrees as follows:

I, for myself and my child, and for all heirs, assigns, personal representatives, and next of kin of myself and/or my child, **HEREBY RELEASE Point Break Volleyball Club**, their officers, officials, agents, volunteers and employees and all other Point Break Volleyball Club staff and volunteers, other program participants, sponsors, and sponsoring agencies of the program, and owners and lessors of any premises used to conduct the program.

I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my child's participation in a volleyball event can cause potential death, serious injury, or property damage. With a full understanding of the potential risks, I **HEREBY ASSUME THE RISKS OF PARTICIPATING IN ANY VOLLEYBALL EVENT.**

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) I **WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, which may arise from any participation, traveling to and from the events, or any general participation in any volleyball event. **THE FOLLOWING PERSONS OR ENTITIES:** Point Break Volleyball Club, USA Volleyball and its Regional Volleyball Associations, tournament directors, sponsors, and the officers, directors, employees, representatives, and agents of any of the above; b) I **AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) I **INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of mine or my child's actions.

I will instruct my child to comply with the rules governing participation in this program. If I have any concerns about my child's ability to participate in the program, or about the program itself, I will remove my child from participation immediately.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE WAIVED SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT.

If the applicant is under eighteen (18) years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The undersigned parent and natural guardian or legal guardian of the participant executes the

foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release. I fully consent to my child's participation in Point Break Volleyball Club and USAV events.

Date Signed:	
Participant's Printed Name:	
Participant's Signature (regardless of age):	
Parent/Guardian Signature:	

MEDIA RELEASE WAIVER

This document gives Point Break Volleyball Club of San Diego, Inc the right to use the image/likeness and voice of your child on our website and related media. This includes all types of photographic, video, audio and social media on video/pictures posted to our websites and flyers.

We assure parents that all images and recordings (both audio and video) will be secure and used appropriately on our website and related media.

I _____ hereby allow Point Break Volleyball Club to use the image/likeness and voice of my child _____ and understand the terms of this agreement.

Parent Signature:	Date:
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**POINT BREAK
VOLLEYBALL CLUB**