

**PORTLAND VOLLEYBALL ASSOCIATION
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in the activities associated in any way with Portland Volleyball Association ("Activity") I, for myself, and for my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Volleyball and related exercise or activities (Activity). *I further acknowledge that I will be participating in a rigorous exercise and/or volleyball program with Portland Volleyball Association. I acknowledge that I am capable of engaging in this exercise/volleyball program and I am in proper health to do so, but that there is risk of injury or death to me by so doing.*
2. FURTHER AGREE and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I further agree to abide by all rules of Volleyball as may be utilized by the Portland Volleyball Association and other local, state, national and international rules of play for volleyball. Any violation of any of these rules may be grounds for my and/or my team's expulsion from the Portland Volleyball Association.
3. FULLY UNDERSTAND THAT: (a) Volleyball and related physical 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 or inactions 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 in the Activity.
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Portland Volleyball Association, their respective administrators, directors, agents, officers, officials/referees, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a 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.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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. I FURTHER CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE.

Team Name(s): _____

Printed Name of Participant: _____ Phone: _____

Address: _____ (Street)
_____ (City) (State)(Zip)

Email: _____

Participant's Signature: _____ Date: _____