

WAIVER AND RELEASE FROM LIABILITY

In consideration of being permitted to for any purpose, any event, or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, each of the undersigned, for himself, his personal representatives, heirs, next of kin, acknowledges agrees, and represents the he has, or will immediately upon entering any of such event areas, and will continuously thereafter, inspect such event area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such that he finds and accepts same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about event areas and he feels anything to be unsafe, he will immediately advise officials of such and will leave the event area(s);

1. Hereby releases, waives, discharges, and covenants not to sue the Richmond Volleyball Club, the promoters, other participants, operators, officials, any person in any event area, sponsors, advertisers, owners and lessees of premises used to conduct such event and each of them, their officers and employees, all for the purpose herein referred to as "releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands thereof on account of injury to the other person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the event area, and/or competing, officiating in, observing, or working for, or for any purpose participating in the event;
2. Hereby agrees to indemnify and save and hold harmless the releasees and each of them for any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the event area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. Hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the releasees or otherwise while in or upon the event area and/or while competing, officiating, observing, or working for, or for any purpose participating in the event.
4. Each of the undersigned expressly acknowledges and agrees that the activities at the event and adjacent areas are dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs the release and waiver and indemnity agreement, and further agrees that no oral representations, statements, or inducement apart from the forgoing written agreement have been made.

This waiver, release, and indemnification agreement specifically embraces each and every event sanctioned, authorized, or promoted by said releasees during the entire season and applies to each and every event, or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

PARENT/GUARDIAN WAIVER-RELEASE FROM LIABILITY

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver.)

The undersigned, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of said participant, does hereby represent that he/she(they) is(are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both the undersigned.

It is understood that by my payment of membership dues and execution of this membership application for Richmond Volleyball Club (RVC), that I hereby grant a license (give my permission) to RVC for the use of my picture or likeness thereof, which picture or likeness may be taken or may have been taken at any RVC activity or event. This picture or likeness may be used in any advertising or promotional materials or other publications of RVC. If I do not wish to grant this license (give my permission), I must initial in the following space. _____