## TFC Volleyball 2023 Summer RELEASE & WAIVER OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, <u>INCLUDING THE</u>
<u>RIGHT TO SUE</u>.

PLEASE READ THIS DOCUMENT CAREFULLY

Initials

I,				,
	[Print Name]			[Apt. and Street]
	,	,		
	[City]	[Province/State]	[Postal/Zip Code]	[Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to participate in **outdoor co-ed grass volleyball** organized, staged and/or operated by **TFC Volleyball aka The Fun Club Volleyball Association**:

I. I DO HEREBY RELEASE TFC Volleyball aka The Fun Club Volleyball Association and its directors, officers, TFC Volleyball aka The Fun Club Volleyball employees, sponsors, independent contractors and agents from all liability, and DO HEREBY WAIVE as against TFC Volleyball aka The Fun Club Volleyball Association and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in TFC Volleyball aka The Fun Club Volleyball Association notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of TFC Volleyball aka The Fun Club Volleyball Association, or any of their directors, officers, employees, sponsors, independent contractors or agents.

## 2. I HEREBY ACKNOWLEDGE AND AGREE THAT:

- TFC Volleyball aka The Fun Club Volleyball Association may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of TFC Volleyball aka The Fun Club Volleyball Association itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the;
- as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- some of the aforesaid risks and hazards are foreseeable TFC Volleyball aka The Fun Club Volleyball Association, but others are not;

- I nevertheless <u>freely and voluntarily assume all the aforesaid risks and hazards</u>, and that, accordingly, my preparation for, and participation in **outdoor co-ed grass volleyball** <u>shall be entirely at my own risk</u>;
- I understand that neither **TFC Volleyball aka The Fun Club Volleyball Association** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **outdoor co-ed grass volleyball**;
- I have carefully read this **RELEASE** and **WAIVER** of **LIABILITY AND ASSUMPTION** of **RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **TFC Volleyball aka The Fun Club Volleyball Association**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **outdoor co-ed grass volleyball**, whether or not such loss or injury is caused solely or partly by the negligence of or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged by TFC Volleyball aka
  The Fun Club Volleyball Association to seek legal advice prior to signing this
  Agreement;
- I clearly understand that TFC Volleyball aka The Fun Club Volleyball Association would not permit me to participate in outdoor co-ed grass volleyball unless I signed this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT applies to outdoor co-ed grass volleyball whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by TFC Volleyball aka The Fun Club Volleyball Association or one or more of their representatives;
- this **RELEASE** and **WAIVER** of **LIABILITY AND ASSUMPTION** of **RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of
  participation in outdoor co-ed grass volleyball and that I am bound by the terms and
  conditions of both agreements; and
- I agree that I am physically capable of participating in outdoor co-ed grass volleyball, and that I have no pre-existing conditions that would hinder my ability to participate in outdoor co-ed grass volleyball.

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Participant Name (Please Print)	Witness Name (Please Print)
Participant Signature	Witness Signature
Date	

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **outdoor co-ed grass volleyball.** 

Read & complete the document in full & email to Grass.Payments@gmail.com for filing asap.

Keep a copy for your own records.

Rex