

WAIVER & RELEASE

I represent and warrant that I am the parent/legal guardian of _____ (Player name).

(Player name)_____ has my permission to participate in the Lubbock Summer Volleyball League ("LSVL") and to the best of my knowledge is physically able to safely participate in LSVL.

I understand that participation in LSVL involves strenuous physical exertion and can pose a serious risk of death or injury. I appreciate and understand the dangers of death, physical stress, strain or injury which can result from participation in any physical fitness activities. I understand that participation in LSVL is at my own risk and completely voluntary.

I understand that LSVL does not maintain health insurance applicable to players or participants in LSVL. I understand that it is my responsibility to obtain personal health insurance if so desired. I further give LSVL staff permission to summon emergency medical assistance if it is needed at any time.

I understand that a medical checkup is advisable before beginning any fitness program; I represent my player/participant to be in good physical and mental condition and to have no disability, impairment or mental or physical condition or ailment which would impair my safe participation in LSVL. I further represent and warrant that I have not been advised by a qualified medical professional that my player or participant should not participate in physical fitness activities.

For good and valuable consideration, including but not limited to, being allowed to participate in LSVL, I do hereby assume full and complete responsibility and risk of and waive any claims or causes of action for any and harm, personal injury, or damage, including death or disability, that may occur as a result of participation in LSVL, whether foreseen or unforeseen, including, but not limited to, injuries resulting from the NEGLIGENCE ACTS OR OMISSIONS OF LSVL its owners, partners, members, staff, officials, agents, employees, officers, directors, and its affiliated companies and organizations (referred to collectively herein as "LSVL").

For the same valuable consideration, I do hereby agree to indemnify, protect, defend, hold harmless, and forever release and discharge LSVL from and against any and all claims, demands, expenses, causes of action, lawsuits, damages and liabilities, of every kind and character, known or unknown, in law or in equity, including reasonable attorney's fees incurred by LSVL in defending itself in any legal action, that I now have or which may arise in the future out of or in connection with my participation in LSVL, EVEN IF SUCH INJURIES, DEATH OR DISABILITY IS CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF LSVL.

This Waiver and Release shall bind any and all of the undersigned and each of their family, children, heirs, executors, legal representatives, successors, and assigns. It shall be governed by the laws of the State of Texas and is intended to be as broad and inclusive as is permitted by the law. If any provision of this Waiver and Release is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be fully effective.

This Waiver and Release contains the entire agreement between the parties, supersedes any prior written or oral agreements concerning the subject matter of this Waiver and Release, and may NOT be waived, altered, amended, or repealed, in whole or in part, by any oral agreement.

BY MY SIGNATURE BELOW, I DECLARE THAT I AM OF LAWFUL AGE AND COMPETENT TO SIGN THIS WAIVER AND RELEASE, I HAVE READ THIS WAIVER AND RELEASE AND I FULLY UNDERSTAND THAT IT CONTAINS A WAIVER OF IMPORTANT LEGAL RIGHTS.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN STRONGLY ENCOURAGED TO SEEK MEDICAL ADVICE AND SCREENING BEFORE BEGINNING ANY EXERCISE ACTIVITY OR PROGRAM.

SIGNED this ____ day of _____, 2020.

Parent/Guardian Printed Name

Player Printed Name

Parent/Guardian Signature

Player Signature