

Westmoreland Elite Volleyball Club

PLAYER WAIVER, ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND CONSENT AGREEMENT

I, the undersigned player, or parent or legal guardian of a player under the age of 18 years (hereinafter the "Undersigned"), acknowledge and agree as follows for the Westmoreland Elite Open Gym event held on November 10, 2021:

1. The Undersigned voluntarily and of my own free will, elects to participate as a player, for the team listed below or the program listed below, at Westmoreland Elite Volleyball Club ("WEVBC"), located at 4491 School Road S. Export, PA 15632.
2. The Undersigned understands that there are certain risks and hazards involved in participating in volleyball that may result in injury or death to me or other players, including, but not limited to those hazards associated with court design, court maintenance, court condition, equipment, or other participants.
3. The Undersigned understands that the very nature of the game of volleyball is hazardous and risky, including but not limited to, the acts of serving, setting, spiking, bumping, and receiving a volleyball, falling, tripping, slipping, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
4. The Undersigned further acknowledges that some of the risks include but are not limited to concussions, muscle strains, ankle sprains, muscle tears, broken bones, shoulder injuries, knee injuries and other related injuries. Further, the Undersigned agrees that in consideration for the right to play as a player as designated below and in consideration for permission to play on the courts arranged for, managed and maintained by WEVBC.
5. The Undersigned acknowledges that the Undersigned has a duty to inspect the conditions of the court and areas surrounding prior to each practice, game or other use of the WEVBC facility. If I begin any game, practice or other use of the facility, the Undersigned waives any claim for any injury arising from a defective or improperly maintained condition of the court, the surrounding area, or the facility generally.
6. The Undersigned voluntarily elects to accept and assume all risks of injury incurred or suffered (a) while practicing, playing, as a member of the team or a program so designated, (b) while serving in a non-playing capacity as a team member during practice or play by other teams, or by other players on my team, (c) while on, or upon the premises of any and all of the courts arranged for, managed and maintained by WEVBC, and (d) for all risks of injury associated with any latent or patent defects of the court, the surrounding area, or the facility generally.
7. The Undersigned hereby voluntarily, knowingly and irrevocably waives, releases, discharges and covenants not to sue WEVBC and its officers, directors, employees, coaches, agents, servants, and all persons acting by, through, under, or in concert with WEVBC (hereinafter the "Releasees"), from any and all complaints, claims, liabilities, obligations, agreements, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including those for attorneys' fees, costs incurred or punitive damages or penalties) of any nature whatsoever, known or unknown (hereinafter "Claim" or "Claims"), as a result of the Undersigned's participation in any volleyball team or program, or the Undersigned use of any of the WEVBC facility or any of its equipment. This Release by the Undersigned of the Releasees expressly covers any Claim brought under a contractual, tort, or statutory cause of action or theory, including without limitation Claims concerning death, personal injury, illness, property damage, products liability or any other type of damage or loss.
8. The Undersigned agrees that this Waiver, Assumption of the Risk, Release of Liability and Consent Agreement is binding on the Undersigned's heirs and assigns.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND CONSENT AGREEMENT AND AGREE TO ABIDE BY THEM.

CLUB NAME: Westmoreland Elite Volleyball Club (WEVBC)

PLAYER'S NAME (Print): _____

PLAYER'S SIGNATURE (IF 18 YEARS OR OLDER): _____ **DATE:** _____

PARENT'S SIGNATURE (IF UNDER 18 YEARS OLD): _____ **DATE:** _____