

WARNING: READ CAREFULLY!
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS

WARNING: PLEASE READ CAREFULLY. THIS IS A BINDING LEGAL AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN INJURY, ILLNESS, PROPERTY DAMAGE, LOSS, OR DEATH ARISING FROM YOUR PARTICIPATION IN VOLLEYBALL ACTIVITIES. THIS DOCUMENT APPLIES EVEN WHERE THE INJURY, ILLNESS, DAMAGE, LOSS, OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, AS DEFINED BELOW.

I, the undersigned Parent/Guardian, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of the Now Agency Ltd (dba Now Volleyball) (the "Organization") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns, lessors, and other districts, leagues, clubs or associations (collectively, the "Releasees").

I understand that the Organization will not permit my minor child (the "Participant") to participate in any volleyball activities organized, offered, or sanctioned by the Organization (the "Activities") unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

1. **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand that there are many risks associated with the minor Participant's participation in the Activities (the "Risks"). I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease resulting from:
- ❖ a) Being struck by the volleyball, net equipment, poles, boundaries, or other objects.
 - ❖ b) Falls, dives, slips, trips, awkward landings, and collisions with the ground, playing surface, structures, or other persons.
 - ❖ c) Physical contact with teammates, opponents, officials, spectators, or other participants, including accidental or intentional conduct.
 - ❖ d) Sprains, strains, fractures, dislocations, concussions, overexertion, fatigue, dehydration, and other physical injuries.
 - ❖ e) Defective, dangerous, or unsafe facilities, equipment, or playing surfaces, including wet, uneven, sandy, grassy, or otherwise irregular surfaces.
 - ❖ f) Weather and environmental conditions, including heat, sun exposure, rain, wind, poor visibility, and changing outdoor conditions.
 - ❖ g) The actions, omissions, instructions, decisions, or judgments of the Releasees, including negligent rescue, emergency response, supervision, scheduling, instruction, or event organization.
 - ❖ h) Exposure to illness, including communicable diseases, viruses, bacteria, or other pathogens, arising from physical proximity, shared spaces, shared equipment, or contact with other persons.

I acknowledge that I am solely responsible for assessing whether my child can physically and medically be able to participate safely in the Activities. My child will stop participating and advise the Organization if they believe conditions are unsafe or if they experience illness, injury, pain, or other concerns affecting my child's ability to participate safely.

I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.

The Participant is being registered and participating in the Activities voluntarily and willingly.

Signature of Parent/Guardian

2. **WAIVER OF CLAIMS AND RELEASE OF LIABILITY:** I, the undersigned Parent/Guardian, hereby agree as follows:

- ❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participant's participation in the Activities; and
- ❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease that the Participant, I, my executors or administrators, or any other third party may suffer as a result of the Participant's participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise.

3. **INDEMNITY:** I agree to indemnify and hold harmless the Releasees from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs, and expenses, including legal fees on a substantial indemnity basis, arising out of or in any way connected with the Participant's preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees, participant breach of this agreement or any claim brought by or on behalf of me, my estate, or a third party arising from my participation in the

4. **REPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

5. **Medical and Safety Acknowledgment**

I understand that the Organization does not undertake to provide me with medical, health, disability, accident, dental, wage-loss, or other insurance coverage. I am responsible for obtaining any insurance coverage I consider appropriate for the athlete to participate. I authorize the Releasees to secure medical treatment for the participant in the event of an emergency, and I agree to be responsible for any resulting costs or expenses, to the extent permitted by law.

6. **JURISDICTION:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any dispute arising from or related to this Agreement or the Activities shall be brought exclusively in the courts of British Columbia, subject to any mandatory non-derogable legal requirement.

7. **SEVERABILITY:** If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Participant (Please Print)

Date of Birth

Name of Parent/Guardian (Please Print)

Date

Signature of Parent/Guardian