

RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT FOR MINORS PARTICIPATING IN ECLIPSE VOLLEYBALL CLUB PROGRAMS

I hereby give my consent for (participant name), a minor, to participate in the Eclipse Volleyball Club's (the "Club") activities and programs. I understand that the minor's voluntary participation in the Eclipse Volleyball Club programs involves potential risks of injury, both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. Participants will require their own transportation and parents are responsible for drop-off and pick-up of their child. The Club is not responsible for children who leave the practices, clinics or other Club activities or programs without adult permission or accompaniment.

As parent or legal guardian of the minor, I hereby certify that I know the minor's state of health and wellbeing and that the minor is physically fit to participate in the Eclipse Volleyball Club's activities and programs and that I am unaware of any medical condition which might make the minor's participation inadvisable.

As parent or legal guardian of the minor, I hereby represent that the minor has health insurance coverage sufficient to provide for any and all medical or dental services related to injuries, both serious and minor, arising out of or connected with the minor's voluntary participation in the Eclipse Volleyball Club activities and programs. I hereby agree to pay for the cost of any treatment for any injury sustained by the minor that is not covered by insurance. In case of emergency, arising out of or in any way connected with the minor's participation in the Club's activities and programs, I hereby authorize any person in charge of the activity to consent to medical and/or dental treatment for the minor at my expense. I understand that the Club is not obligated to carry insurance to cover these medical and/or dental expenses.

As parent or legal guardian of the minor, I expressly assume any and all risks of injury and/or death associated with, arising out of or related to the minor's voluntary participation in the Eclipse Volleyball Club activities and programs. Recognizing and understanding the potential risks of injury, I, As parent or legal guardian of the minor, agree not to sue and to defend and indemnify The Eclipse Volleyball Club, its directors, officers, agents, employees, servants, students and volunteers for any loss, damage or injury associated with, arising out of or related to the minor's voluntary participation in the Eclipse Volleyball Club's activities and programs regardless of cause, including negligence.

As parent or legal guardian of the minor, I hereby release and discharge The Eclipse Volleyball Club, its directors, officers, agents, employees, servants, students and volunteers, who through negligence or carelessness, might otherwise be liable to me, the minor, our heirs, personal representatives, relatives or assigns from any and all liability associated with, arising out of, or related to the minor's participation in the Eclipse Volleyball Club's activities and programs including all liabilities associated with and any and all claims that may be filed on behalf of or for the named minor.

As parent or legal guardian of the minor, I agree that this release of liability, assumption of risk, agreement to indemnify and not to sue is to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of it is held invalid it is agreed that the balance shall continue in full force and effect.

I understand that by signing this document this release of liability, assumption of risk, agreement to indemnify and not to sue, is legally binding on me, the minor, our heirs, personal representatives, relatives and assigns and that I am knowingly and intentionally giving up both my and the minor's legal rights and remedies which otherwise would be available to me and/or the minor, our heirs, personal representatives, relatives or assigns against The Eclipse Volleyball Club, its directors, officers, agents, employees, servants, students and volunteers.

I have carefully read this release of liability, assumption of risk, agreement to indemnify and not to sue and fully understand it. I have explained the significance of this release of liability, assumption of risk, agreement to indemnify and not to sue to the minor. I am of legal age and voluntarily sign this release of liability, assumption of risk, agreement to indemnify and not to sue.

Please initial to indicate whether you are the parent or legal guardian of the minor.

_____ Print Name of Parent / Legal Guardian) _____ parent Signature

_____ Print Minor's Name _____ Minor's Signature

Telephone Number _____ Date _____