

FALL MIDDLE SCHOOL PROGRAM WAIVER

Virginia Elite Volleyball Club Liability Release, Waiver, Discharge and Covenant Not to Sue ("Release")

This is a legally binding release made by me, to the Virginia Elite Volleyball Club, Inc. ("Virginia Elite").

I fully recognize that there are dangers and risks to which _____ ("Participant") may be exposed by participating in the activities organized or sponsored by Virginia Elite, including the Fall 2014 Middle School Program held at the Madeira School which may cause injury, severe or minor, and possibly death.

I understand that Virginia Elite does not require Participant to participate in this activity, but she wants to do so, despite the possible dangers and risks, and despite this Release. Participant agrees not to participate in such activity or associated Event unless she is medically able.

I therefore agree to assume and take on myself all risks and responsibilities in any way associated with this activity and/or Event. In consideration of and return for the services, facilities and other assistance provided to Participant by Virginia Elite in this activity or Event, in addition to any payment for membership or for such services, facilities and assistance, I release Virginia Elite, its employees, representatives and agents from any and all liability, claims and actions that may arise from injury or harm to Participant, from Participant's death, or from damage to Participant's property in connection with this activity or Event.

Furthermore, I agree to save, hold harmless and indemnify Virginia Elite and/or its partners, employees, representatives and agents from and against any and all lawsuits, claims, actions costs or expenses in respect to any death, injury, loss or damage to Participant or to Participant's property howsoever caused arising out of or in connection with the activities or Event and whether the same may have been contributed to or occasioned by the negligence of Virginia Elite, its partners, employees, representatives and agents.

I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act by Virginia Elite, its partners, employees, representatives or agents, including but not limited to negligence, mistake or failure to supervise by Virginia Elite. I recognize this entire Release means I am giving up, among other things, rights to sue Virginia Elite, its partners, employees, representatives and agents for injuries, damages or losses I or Participant may incur. I also understand that this Release is intended to bind my heirs, family, executors, administrators, personal representatives, and assigns, as well as myself, to the full extent allowed under Virginia law. If any portion of this Release is deemed, by a court of competent jurisdiction, to be voided or unenforceable, the remaining provisions shall be enforced to the full extent allowed under Virginia law as if the particular void or unenforceable provisions were not herein contained.

I have read this entire Release; I fully understand it, and I voluntarily agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ IT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT UNDERSTAND ANY PART OF IT, YOU MAY WISH TO OBTAIN THE ADVICE OF LEGAL COUNSEL!!!

Signature of Participant

Age

Date

I, the undersigned _____, am the parent of and/or duly authorized legal guardian of the above-named Participant, who is under the age of 18 years, and I do hereby agree to, acknowledge and join in the above Release, for and on behalf of the Participant.

Signature of Parent or Guardian

Date