Munciana
VOLLEYBALL

MUNCIANA VOLLEYBALL CLUB / MUNCIANA REAL ESTATE COMPANY, LLC
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating on the premises of the facilities of Munciana Real Estate Company, LLC, and participating in all activities associated with Munciana Volleyball, Inc. (this includes but is not limited to camps, academies, tournaments, practices, leagues, combines, and travel associated with each, and all of which are hereinafter referred to as "Activities"). I represent that I understand the nature of this Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe my participation in any Activities are or may become unsafe due to my physical condition or otherwise, I will immediately discontinue participation in the Activities.

I fully understand that the Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the actions or inactions of the "Released Parties" named below, including negligence of the Released Parties; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibilities for losses, costs, and damages I incur as a result of my participation in the Activities.

I hereby release, discharge, Munciana Volleyball, Inc., Munciana Real Estate Company LLC, and their respective administrators, directors, agents, officers, volunteers, and employees, (each considered one of the "Released Parties" herein) from all liability, claims, damage or expense (including death) caused or alleged to be caused in whole or in part by the acts or inaction (including negligence) of the Released Parties, including but not limited to negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim.

In addition, I agree that I will not sue Released Parties for any injury or damage that I may suffer, even if caused by the negligence of any Released Party.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I understand that this Agreement will be binding upon my heirs, personal representatives, successors and assigns.

_____	_____	_____
Signature of Participant	Printed Name of Participant	Date

PARENTAL CONSENT

AND we, the Participant's parents and/or legal guardians, hereby execute this Agreement for and on behalf of the Participant, and agree that the above and foregoing terms are legally binding upon the Participant, and legally binding upon us, and our respective heirs, personal representatives, successors and assigns. We understand the nature of the above referenced Activities and the Participant's experience and capabilities and believe the Participant to be physically able to safely and competently participate in such Activities. We hereby release and discharge Released Parties from all liability, claims, demands, losses, damage or expense (including death) caused or alleged to be caused in whole or in part by the acts or inaction (including negligence) of the Released Parties, including but not limited to negligent rescue operations; and we further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, we, or anyone on our behalf, makes a claim against any of the Released Parties, we will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim.

In addition, we agree that we will not sue Released Parties for any injury or damage that we and/or Participant may suffer, even if caused by the negligence of any Released Party.

We have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that we have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. We understand that this Agreement will be binding upon our heirs, personal representatives, successors and assigns.

_____	_____	_____
Signature of Parent/Guardian	Printed Name of Parent/Guardian	Date
_____	_____	_____
Signature of Parent/Guardian	Printed Name of Parent/Guardian	Date