

**PHOENIX RISING VOLLEYBALL ASSOCIATION
WAIVER AND RELEASE**

This Waiver and Release Agreement (the "Agreement") is a legally binding Agreement between the Phoenix Rising Volleyball Association ("PRVA") and the participant and his/her Parent(s) as stated below.

Participant and Parents acknowledge that certain inherent risks and dangers may arise during the training, practice and participation in sporting events arranged, organized, sponsored or sanctioned or sanctioned by PRVA (the "PRVA Events"). As a Participant or guest in the PRVA Events, Participants and Parents acknowledge that these risks and dangers may cause or result in injury to participate in any PRVA Event. Any time a Participant or Parent is uncomfortable in performing any activity at a PRVA Event, Parent and/ or Participant may elect to not participate in such activity and shall immediately notify a PRVA representative.

Participant and Parent agree to disclose any and all medical conditions related to Participant in any medical information form which may be required and disclose the same to any appropriate PRVA representative. Participant agrees that he/she will not participant in any PRVA Event unless physically and medically able to do so.

Participant and Parents assume all risks and responsibilities for injury related in any way to participation in PRVA Events. As a condition of participation in PRVA Events, Participant and his/her Parents forever release and discharge PRVA, its directors, staff, coaches, volunteers, employees, representatives and agents, together with the United States Volleyball Association, the Southern Region Volleyball Association, and any facility owners or lessees where PRVA Events are being conducted (collectively the "Released Parties"), from any and all liability, claims, or causes of action, in both equity or at law, for injury to person or property that many arise from participation or attendance at any PRVA Event, including but not limited to claims arising from ordinary negligence, gross negligence, intentional acts, mistake, failure to supervise or any other claim of any type or nature.

Furthermore, Participant and his/her Parents agree to hold harmless and indemnify PRVA together with its directors, staff, coaches, volunteers, employees, representatives and agents, together with the United States Volleyball Association, the Southern Region Volleyball Association, and any facility owners or lessees where PRVA Events are being conducted (collectively the "Indemnified Parties") from any and all losses, claims, actions, lawsuits, costs or expenses including but not limited to medical expenses, liens, judgments, court costs and attorney's fees arising from any injury to person or property (including disfigurement or death) asserted by Participant and/or his/her parents arising out of or in connection with any PRVA Event, including but not limited to claims arising from ordinary negligence, gross negligence, intentional acts, mistake, act, failure to act, omission, mistake, failure to supervise or any other claim of any type or nature.

This Agreement shall be binding upon the Participant and Parents, as well as the Participant's and Parent's heirs, executors, administrators, personal representatives, and assigns. This agreement shall governed by the laws of the State of Tennessee. Any litigation involving this Agreement shall be brought only in the Knox County at Knoxville Tennessee. If any portion of this agreement is deemed, by a court of competent jurisdiction, to be void or unenforceable, the remaining provisions shall be enforced to the full extent allowed under Tennessee law as if the particular void or unenforceable provisions were not herein contained.

WARNING: THIS WAIVER AND RELEASE ACTS AS A RELEASE OF YOUR RIGHTS. BY EXECUTION OF THIS AGREEMENT, YOU ARE AFFIRMING THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO THE CONDITIONS STATED HEREIN. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, YOU MAY WISH TO CONSULT AN ATTORNEY OF YOUR CHOICE.

Signature of Participant

Date

I/We, _____ and _____, am/are the parent(s) of and/or duly authorized legal guardian of the above-named Participant, and do hereby agree to, acknowledge and join the above Agreement, for and on behalf of Participant.

Signature of Parent or Guardian

Date