

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AGREEMENT TO INDEMNIFY AND NOT TO SUE FOR MINORS PARTICIPATING IN VBmatch ACTIVITIES

I hereby give my consent for the below named minor to participate in VBmatch volleyball activities and other activities ("VBmatch Events") in 2014 and 2015.

I understand that the minor's voluntary participation in VBmatch Events 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.

Individually, and as parent or legal guardian of the minor, I hereby certify that I know the minor's state of health and well-being and that the minor is physically fit to participate in VBmatch Events and that I am unaware of any medical condition which might make the minor's participation inadvisable.

Individually, and as parent or legal guardian of the minor, I hereby acknowledge my responsibility to acquire 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 VBmatch Events.

Individually, and 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 VBmatch Events.

Recognizing and understanding the potential risks of injury, I, individually, and as parent or legal guardian of the minor, agree not to sue and to defend and indemnify VBmatch organizer, Ernest Chen, his agents, employees, and volunteers and any entity(ies) furnishing the gym(s), athletic field(s) or other facilities for the VBmatch Event ("FACILITY OWNER") for any loss, damage or injury associated with, arising out of or related to the minor's voluntary participation in VBmatch Events regardless of cause, including negligence.

Individually, and as parent or legal guardian of the minor, I hereby release and discharge VBmatch organizer, Ernest Chen, his agents, employees, and volunteers and FACILITY OWNER, 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 VBmatch Events including all liabilities associated with and any and all claims that may be filed on behalf of or for the named minor.

Individually, and 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 VBmatch organizer, Ernest Chen, his agents, employees, and volunteers and FACILITY OWNER.

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: (_____) Parent (_____) Legal Guardian

Print Name of Parent or Legal Guardian

Print Minor's Name

Parent or Legal Guardian's Signature

Date

**ASSUMPTION OF RISKS / WAIVER OF CLAIMS / RELEASE OF LIABILITY / INDEMNITY /
BINDING ARBITRATION / WAIVER OF STATUTE OF LIMITATIONS AGREEMENT
PLEASE READ THE ENTIRE AGREEMENT.**

In consideration of Ernest Chen ("ORGANIZER") permitting me to participate in VBmatch volleyball and other activities ("EVENTS"), I hereby take the following actions for myself, my personal representatives, executors, administrators, heirs, next of kin, successors and assigns:

- (a) I WAIVE, RELEASE AND DISCHARGE the ORGANIZER and any entity(ies) furnishing the gym(s), athletic field(s) or other facilities ("FACILITY OWNER") for EVENTS from any and all claims or liabilities for death, personal injuries or damages of any kind that arise out of or are related to my participation in the EVENTS (except claims or liabilities for death, personal injuries or damages that are a result of gross negligence or wanton misconduct by the ORGANIZER);
- (b) I AGREE NOT TO SUE the ORGANIZER or FACILITY OWNER for any of the claims or liabilities that I have waived, released or discharged herein;
- (c) I AGREE TO INDEMNIFY AND HOLD the ORGANIZER and FACILITY OWNER HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities (including without limitation attorney's fees) brought by a third party as a result of my actions, and I agree to reimburse the ORGANIZER and FACILITY OWNER for any such costs and expenses incurred by the ORGANIZER or FACILITY OWNER and/or any such damages and liabilities assessed against the ORGANIZER or FACILITY OWNER;
- (d) I AGREE TO RESOLVE ANY UNWAIVED CLAIM(S) arising out of or relating to the EVENTS and/or this Agreement BY BINDING ARBITRATION conducted by the American Arbitration Association (AAA) in Berkeley, California; I further agree that regardless of the outcome of the arbitration, the party initiating the action shall pay the entire cost of the arbitration and each party shall pay for its own attorney's fees;
- (e) I AGREE TO BRING ANY UNWAIVED CLAIM(S) arising out of or relating to the EVENTS and/or this Agreement WITHIN ONE (1) YEAR FROM WHEN THE CAUSE OF ACTION ACCRUES, AND I FURTHER AGREE TO WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

I understand that I may be photographed and/or videotaped at the EVENTS and I HEREBY GIVE PERMISSION to the ORGANIZER TO USE AND/OR PUBLISH ANY SUCH PHOTO(S) AND/OR VIDEO(S).

ASSUMPTION OF RISKS: Volleyball is a physical activity and by its very nature, volleyball carries with it certain inherent risks. Volleyball involves strenuous exertions of strength using various muscle groups; it also requires quick movements involving speed and change of direction; and it involves sustained physical activity which places stress on the cardiovascular system. VOLLEYBALL IS AN EXTREME TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND CARRIES WITH IT THE POTENTIAL FOR DEATH, MAJOR INJURIES, MINOR INJURIES AND PROPERTY LOSSES. The risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries such as paralysis and death (this is a non-exhaustive list of risks). Furthermore, playing volleyball on grass or sand (for outdoor activities) has additional risks. The surface is uneven, and the surface may be wet and/or slippery. I AGREE TO INSPECT THE PLAY AREAS AND THE ADJACENT AREAS PRIOR TO PLAYING EACH GAME. If I find any area to be unacceptable to play on or play by, I will inform the ORGANIZER and decline to play. In addition to the risks listed here, there are also other foreseeable and unforeseeable risks and other common and uncommon risks.

I HAVE READ THE PREVIOUS PARAGRAPHS, AND I KNOW, UNDERSTAND, AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE EVENTS MADE POSSIBLE BY THE ORGANIZER. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

SEVERABILITY: I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I AFFIRM THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENT. I FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING BUT NOT LIMITED TO MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND BY MY SIGNATURE, I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By my signature below, I intend for this Agreement to apply to all EVENTS that I participate in during 2014 - 2015.

Name _____ Signature X _____

Date _____ Email _____ Tel _____