

OVR Waiver and Release of Liability

Note: This form must be read and signed before the Ohio Valley Region, Inc. (OVR) – USA Volleyball member is allowed to take part in any training, competition, practice/warm-up sessions, and meeting or testing sessions.

Participant Code of Conduct

A copy of the USA Volleyball Code of Conduct is included separately with this membership application.

Waiver and Release of Liability

I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. **With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEYBALL EVENT.**

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) I **WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from or my participation in any volleyball event, **THE FOLLOWING PERSONS OR ENTITIES: USA Volleyball and its Regional Volleyball Associations (RVAs), tournament directors, sponsors, and the officers, directors, employees, representatives, and agents of any of the above;** b) I **AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) I **INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I grant to United States Volleyball Association, and Ohio Valley Region, Inc., the right to use my name, likeness, and image, in print, video, or electronic media form, in promotional materials or any account or record of my participation in activities sponsored or promoted by the United States Volleyball Association, and/or Ohio Valley Region, Inc. **[Cross out this paragraph if you do not wish to grant the rights described.]**

Signatures Required

In consideration of the rights and privileges granted to me by my membership with the Ohio Valley Region, Inc., a USAV RVA Member, by signing this membership form, I certify that

1. I have read and completed all sections of this membership application;
2. I have read and understand the Waiver and Release of Liability;
3. I have a duty to read and understand the Ohio Valley Region, Inc. and USAV Codes of Conduct and Disciplinary Policies;
4. I understand that the Codes of Conduct, Disciplinary Policies, and Waiver and Release of Liability apply to my conduct in all activities or events sanctioned or sponsored by the Ohio Valley Region, Inc./USAV in which I participate;
5. I understand that I have given up substantial rights;
6. I (or my parent or legal guardian) am at least eighteen (18) years old;
7. I agree and consent to abide by the Waiver and Release of Liability set forth herein, the USAV Code of Conduct and Disciplinary Policies, and the Code of Conduct and Disciplinary Policies of any RVA in which I participate; and
8. I understand that, if I violate the Ohio Valley Region, Inc. or USAV Codes of Conduct, I might be subject to disciplinary action in accordance with Ohio Valley Region, Inc. or USAV disciplinary policies.

Participant's Printed Name

Participant's Signature (regardless of age)

Date Signed

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The undersigned parent and natural guardian or legal guardian of the applicant _____ (minor's name) executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release. I have also received the USAV Participant Code of Conduct and have reviewed the Code with my child regarding the stipulated conditions and their ramification. I fully consent to my child's participation in OVR/USAV events.

Parent/Guardian's Printed Name

Parent/Guardian's Signature

Date Signed