

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

WARNING!

By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

Participant: _____
League Team Name: _____

Phone Number: _____
League Night & Division: _____

1. This is a binding legal agreement and as a Participant in the sport of beach volleyball and the activities, events and programs of the Organization, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The City of Toronto, the Toronto Police Services Board, the Ontario Volleyball Association, Beach Blast, all other associations, sanctioning bodies and sponsoring companies and all their respective employees, agents, servants, contractors, representatives, elected and appointed officials, and successors and assigns (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of beach volleyball and any program, activity or event of the Organization, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of beach volleyball and the activities, events and programs of the Organization. In consideration of my participation in the sport of volleyball and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of beach volleyball and any such programs, activities and events of the Organization, including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
 - b) Vigorous physical exertion, rapid movements and quick turns and stops;
 - c) Falling, tumbling or hitting other participants, the ground or sand;
 - d) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
 - e) Failing to play within one's abilities and within designated areas;
 - f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g) Animal attacks; including but not limited to, dogs, snakes, etc.;
 - h) Extreme weather conditions which may result in heatstroke, sunstroke or lightening strikes;
 - i) Spinal cord injuries which may render me permanently paralyzed; or
 - j) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.
4. Furthermore, I am aware:
 - a) That injuries sustained can be severe and that my risk of injury increase as I become fatigued;
 - b) That I may experience anxiety while challenging myself during the activities, events and programs and
 - c) That my risk of injury is reduced if I follow all rules established for participation.

I have read and agree to be bound by paragraphs 3 and 4.

Release of Liability

5. In consideration of the Organization allowing me to participate, I agree:
 - a) That my physical condition has been verified to participant in the activities, events and programs of the Organization by a medical doctor;
 - b) To waive any and all claims that I may have now or in the future against the Organization related to my participation, personal safety and loss or damage to personal property;
 - c) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of beach volleyball and the activities, events and programs of the Organization; and
 - d) To forever release, waive and discharge the Organization from any and all liability for any and all claims, demands, actions, damages, expenses, causes of action and costs, whether in law or equity, that might arise out of my participation in the activities, events and programs of the Organization, whether as a spectator, participant, competitor or otherwise, due to any cause whatsoever, even though such risks, injuries, loss, death, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization, whether prior to, during or subsequent to the activity, event or program of the Organization.

Acknowledgement

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

I have read and agree to be bound by paragraphs 5 and 6.

Signature of Participant (If aged 18 and over)

Signature of Parent/Guardian (If under 18)

Date

TERMS AND CONDITIONS

Participant Name: _____ Phone Number: _____

Consent for Emergency Medical Treatment

1. I, the Participant, give permission to the organizers of Ashbridges Bay beach volleyball which includes, but is not limited to, the Ontario Volleyball Association and Beach Blast to make decisions concerning my medical care and treatment, and where necessary to authorize such care and treatment in emergency situations.
2. I understand that the organizers of Ashbridges Bay beach volleyball will make every reasonable effort, in the circumstances, to contact _____ at _____ regarding my medical status in the event an emergency arises. In the event that _____ cannot be reached in an emergency I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment.
3. By below, I indicate that I have the understanding and capacity to communicate health care directives for myself and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the organizers of Ashbridges Bay beach volleyball.

Consent for Use of Personal Information and Photo Release

4. I, the Participant, authorize the Ontario Volleyball Association to collect and use personal information about me for the purpose of registration and providing beach volleyball services, registration with Volleyball Canada, receiving communications, including but not limited to email and mail outs, from the Ontario Volleyball Association and Beach Blast with regard to programs, events, promotions and sponsorships, and posting articles of interest, newsletters, promotions, rosters, statistics, images and results on the Ontario Volleyball Association's and Beach Blast's website.
5. Furthermore, I, the Participant, grant permission to the Ontario Volleyball Association and Beach Blast to photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the Ontario Volleyball Association and Beach Blast through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that the audio/visual material and copyright will remain the sole property of the Ontario Volleyball Association and I waive any claim to remuneration for use of audio/visual materials used for these purposes.
6. I understand that I may withdraw such consent at any time by contacting the Ontario Volleyball Association's (scarroll@ontariovolleyball.org). The Privacy Officer will advise the implications of such withdrawal.

We do not sell or distribute your personal information to any other third party not listed herein.

Acknowledgement

7. In consideration of the acceptance of my participation in the Ashbridges Bay programs, events and activities, I the Participant agree as follows:
 - a) To abide by the policies, rules and regulations of the Ontario Volleyball Association and Beach Blast.
 - b) I accept sole responsibility for my personal possessions and athletic equipment.
 - c) To uphold the high standards of the Ontario Volleyball Association and Beach Blast and will never do anything to damage their reputation.
8. I acknowledge that I have read these Terms and Conditions in its entirety and that I have executed these Terms and Conditions voluntarily.

Signature of Participant (If aged 18 and over)

Signature of Parent/Guardian (If under 18)

Date