

YOUTH WAIVER AND RELEASE OF LIABILITY



PARTICIPANT NAME: _____

Street Address: _____ City, ST, Zip: _____

Mom E-Mail: _____ Dad E-Mail: _____

Player E-Mail: _____ Player Cell: _____

Mom Cell: _____ Dad Cell: _____ Parent Names: _____

Last Season's Club Team: _____ School Name / Level Played: _____

ATHLETE WAIVER/RELEASE FORM ("AGREEMENT") Class of 20____ Birthday: _____ Grade: _____

IN CONSIDERATION of my/the minor's participation in any way in any Juggernaut Volleyball, rMac, YDP, RMR, USAV, AAU, JVA or other similar volleyball or volleyball related activity ("Activity"), wherein such Activity for definition purposes shall include all modes and types of travel to or from or during the Activity, I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am/ the minor is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I/ the minor will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own/ the minor's actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur/ the minor incurs as a result of my/the minor's participation in the Activity.

3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE JIG, LLC dba Club Juggernaut, ("Juggernaut"), USAV, AAU, JVA, JIG, LLC dba rMac - Rocky Mountain Athletic Center ("rMac"), their parent, related, affiliated, and subsidiary companies, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns of each of the foregoing entities, and Juggernaut's & rMac's sub-contractors, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by Juggernaut, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my/the minor's behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I, or we, grant to the coaches, staff, directors, assistants, or assigned chaperones of any Activity to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if believed necessary for the minor en route to or from or at the site of any Juggernaut or rMac event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

MEDICAL AUTHORIZATION. In the event that I am incapacitated and cannot grant permission, I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat or relieve any injuries received arising out of or relating to my participation herein. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries. I consent to the administration of anesthesia as deemed advisable. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself.

Medication Allergies: _____ Blood Type: _____

Physician Name: _____ Phone #: _____

Preferred Hospital: _____ Insurance Company: _____ Group Medical #: _____

I hereby authorize Juggernaut and/or the rMac to allow the reproduction, dissemination, and/or publication of my / the minor's name and/or likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording and understand that Juggernaut and/or rMac retains title, exclusive and unlimited rights to all internet photos, streaming files including live and archived games, interviews, and events broadcast to the Internet. This is to be done in conjunction with my/the minor's participation in any Activity and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my/the minor's participation in any Activity, nor will I/the minor receive any payment for the possible commercial use of my/the minor's name or likeness.

EMERGENCY CONTACT: Please contact the following in the event of an emergency: Name _____

Relationship _____ Cell Phone: _____

I understand that all payments are final and that, due to scheduling requirements, there are no refunds or pro rated portions of payments available.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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. MINOR RELEASE; AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY-AS IS, WITHOUT MODIFICATION, ACCOMMODATION, OR SPECIAL PERSONNEL (AND THAT IF NOT, I WILL PAY ALL EXPENSES RELATED THERETO). I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

This Agreement shall be governed by the laws of the State of Colorado, and the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in binding Arbitration in Jefferson County, Colorado, through an Arbitrator approved by Juggernaut, and subject to the Rules of the Arbitrator and applicable Colorado law.

DATE: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

PRINTED NAME OF PARENT/GUARDIAN: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

RMAC - JUGGERNAUT

ADULT WAIVER/RELEASE OF LIABILITY

Name: _____

Street Address: _____ City, St Zip: _____

E-Mail: _____ Cell Phone: _____

Emergency Contact Name/Relationship: _____

Emergency Contact Phone #: _____

WAIVER/RELEASE FORM ("AGREEMENT")

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1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

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DATE: _____ PARTICIPANT'S SIGNATURE: _____

