

# Diablos Volleyball Club

## Release of Liability, Waiver of Claims, Assumption of Risk & Indemnity Agreement

(Residential Backyard Volleyball Facility – Training Center LLC, Waddell, AZ)

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT.**

By signing below, I (the undersigned participant, or parent/guardian if under 18) understand and agree to the following terms as a condition of participation in Diablos Volleyball Club activities, training sessions, games, tournaments, camps, clinics, events, and any related activities (collectively, the “Activities”) conducted at the residential backyard facility known as Training Center LLC, located in Waddell, Arizona (the “Premises”).

**1. Acknowledgment & Assumption of Risk:** I acknowledge that participation in volleyball and related Activities involves inherent risks, including but not limited to physical injury, illness, permanent disability, property damage, or death. These risks may result from my own actions or inactions, the actions or inactions of others, or the conditions of the Premises, equipment, or weather. I further acknowledge that the Activities take place at a private residential property, and additional risks may include: uneven ground, limited lighting, driveways/traffic, proximity to animals, and hazards associated with a non-commercial facility. I voluntarily and knowingly assume all such risks, whether known or unknown, including those that may arise from the ordinary negligence of the Released Parties (defined below).

**2. Restricted Areas, Animals, and Drop-Off Rules:** Participants and guests must remain inside designated training and court areas. Farm animals on the Premises are strictly off-limits and may cause injury. Training Center LLC is a drop-off only facility. Parents/guardians may not loiter in vehicles, on the street, or elsewhere on the Premises. Failure to comply with these rules may result in immediate removal without refund.

**3. Release of Liability & Waiver of Claims:** In consideration of being permitted to participate in the Activities, I, for myself and my heirs, executors, administrators, and assigns, hereby release, waive, and discharge Diablos Volleyball Club, Training Center LLC, the property owners, event organizers, sponsors, coaches, staff, volunteers, agents, representatives, and all affiliated parties (collectively, the “Released Parties”) from any and all liability, claims, demands, actions, or causes of action of any kind, including but not limited to claims arising out of the ordinary negligence of the Released Parties, arising out of or relating to any injury, illness (including COVID-19 or other communicable diseases), property damage, or death sustained during or as a result of participation in the Activities or presence on the Premises. I understand this waiver does not release claims of gross negligence, reckless conduct, or intentional misconduct.

**4. Indemnification:** I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, or expenses (including attorney’s fees) arising out of or related to my participation in the Activities or presence on the Premises.

**5. Medical Authorization & Insurance Responsibility:** In the event of an injury, illness, or emergency, I authorize the Released Parties to obtain medical treatment for me (or my minor child) as deemed necessary. I accept full financial responsibility for such treatment and understand that the facility does not provide medical or accident insurance. I am solely responsible for my (or my child's) coverage.

**6. Photo/Video Release:** I grant permission to Diablos Volleyball Club and Training Center LLC to use photographs, video, or likenesses of me (or my minor child) for promotional purposes without compensation.

**7. Governing Law & Venue:** This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of law principles. Any dispute arising under this Agreement shall be resolved exclusively in the courts of Maricopa County, Arizona.

**8. Severability:** If any provision of this Agreement is found invalid or unenforceable, the remaining terms shall continue in full force and effect.

**9. Acknowledgment of Understanding:** By signing below, I acknowledge that I have read this Agreement in its entirety, fully understand its terms, and sign it freely and voluntarily with the intent to be legally bound.

Participant Name (Print):

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Participant Signature:

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Date:

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Parent/Guardian Name (if under 18):

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Parent/Guardian Signature:

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Date:

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Emergency Contact Name & Phone Number:

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