



Informed Consent and Assumption of Risk Agreement

(To be executed by Individuals **under the age of Majority**)

WARNING! By signing this document you will assume certain risks and responsibilities. Please read carefully

Individual's Name: _____

Parent/Guardian Name: _____

(for individual's 18 and under)

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As an Individual member in the sport of volleyball and/or the events, programs, competitions, travel, and activities organized, operated or conducted and/or sanctioned by the Potential Volleyball Club (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms.

Disclaimer

2. The Potential Volleyball Club, and all the respective, directors, officers, committee members, members, employees, coaches, volunteers, referees, participants, agents, sponsors, and representatives, and owners/operators of the event facilities (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Individual during, or as a result of, the Activities.

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We have read and agree to be bound by paragraphs 1 and 2

Description of Risks

3. The Parties understand and acknowledge that:
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) The Organization has a difficult task to ensure safety but it is not infallible. The Organization may be unaware of the Individual's fitness or abilities, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. In consideration of the Individual's involvement in the Activities, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
- a) The sport of volleyball;
 - b) Executing strenuous and demanding physical techniques;
 - c) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - d) Physical contact with other Individuals, participants, spectators, equipment and hazards;
 - e) Contact with, colliding with, or being struck by the volleyball, net, poles, benches, equipment, or other Individuals, participants, or spectators
 - f) Spinal cord injuries which may render the Individual permanently paralyzed;
 - g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Individual's body or to the Individual's general health and well-being;
 - h) Abrasions, sprains, strains, fractures, or dislocations;
 - i) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - j) Failure to act safely or within the Individual's own ability or within designated areas;
 - k) Negligence of other persons, including other Individuals, spectators, participants, or employees; and
 - l) Travel to and from the event which is an integral part of the Organization's Activities.

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We have read and agree to be bound by paragraphs 3 and 4



Terms

5. In consideration of the Individual's involvement in the Activities, the Parties agree:
- a) That the Individual's mental and physical condition is appropriate and the Parties assume all risks related to the Individual's mental or physical condition;
 - b) To comply with the rules of the facility and equipment;
 - c) That if the Individual observes an unusual significant hazard or risk, the Individual will remove himself/herself from the area and bring such to the attention of an Organization representative immediately;
 - d) That the Organization may not provide full health, accident, disability, hospitalization, personal property or other insurance for the Individual and the Parties affirm that they have ascertained appropriate insurance to protect the Individual; and
 - e) The risks associated with the Activities are increased when the Individual is impaired and the Individual agrees not to become involved if impaired in any way.

Release of Liability

6. In consideration of the Individual's involvement in the Activities, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
 - b) To freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Individual's involvement in the Activities and travel to and from the Activities.

☐ ***We have read and agree to be bound by paragraphs 5 and 6***

General

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Northwest Territories, Canada and they further agree that the substantive law of the Northwest Territories will apply without regard to conflict of law rules.
8. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties further acknowledge by signing this agreement they have waived the right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

Name of Individual (print)

Signature of Individual

Date of Birth

Name of Parent/Guardian (print)

Signature of Parent/Guardian

Date