

## Facility Use & Remote Training Waiver

### POTENTIAL VOLLEYBALL CLUB the “Organization”

#### WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING.

The Participant (named below) may be required to resume training remotely, or independently, outside of a sport-specific facility, owned, leased, operated or otherwise controlled by the Organization (the “**Remote Training**”). In time the Organization’s facilities may be available for use. A completed waiver must be returned prior to engaging in Remote Training and prior to entry and use of the Organization’s facilities.

This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable. However, it is the responsibility of the Participant or the Participant’s Guardian to ensure the suitability and safety of the Remote Training environment.

By signing below, the Participant and/or the Participant’s Guardian understands, acknowledges, and accepts full responsibility for the risks, dangers, and hazards which are inherent to Remote Training and/or use of the Organization’s facilities, which may involve entering lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “**Premises**”). These inherent risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses, despite the Organization’s efforts; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; loud-noises; equipment failure; dehydration; exhaustion; lacerations, bone fracture, bone breakage, soft-tissue damage, dislocations, tendon and/or ligament damage, sprains, spinal injuries, head or neck injuries, concussion, hearing damage, ocular damage, damage to teeth or dental work, or other bodily injury, disability (permanent or temporary), paralysis, or death; participants of varying skill levels; the negligent use of the Premises by others; despite the Organization’s efforts, inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers (together, the “**Releasees**”); or negligence or omission of the Releasees (collectively, the “**Risks**”).

In consideration for the access to the Organization’s training program, coaching and mentorship and/or access or use of the Premises, the Participant and/or the Participant’s Guardian: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises and of participation in or in connection with the Remote Training, including ensuring the suitability and safety of the Remote Training environment; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks arising from entry into or use of the Premises and of participation in or in connection with the Remote Training, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Remote Training. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND THE RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
the “**Participant**” (mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the “**Guardian**” (if Participant is a minor)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Participant or Guardian for minor (mm/dd/yyyy)