

CPVBC Volleyball Participation Agreement

In consideration of being permitted to take part in, tryouts, practices, training and matches that are conducted by CPVBC, or any location being used by CPVBC.

I, _____, the undersigned acknowledge and agree that:

1. There is always a risk of injury associated with participation in sports, this could include the potential for permanent paralysis and death, and while training, skills, equipment, and discipline help to reduce the risk it cannot be eliminated completely.
2. I knowingly and freely assume these risks, be they known or unknown, even if they arise from the negligence of the release or other and take full responsibility for my participation in volleyball at CPVBC
3. Despite these risks, I of my own choosing agree to participate in the activities of CPVBC and comply with the terms and conditions of participation in the activities of CPVBC, which I acknowledge receiving, I have reviewed and I understand completely.
4. I maintain that I am able to participate both physically and mentally with CPVBC. I have no knowledge of any limitations, nor have I been advised by a medical professional not to participate with CPVBC
5. I consent to medical treatment that might be necessary should I become injured while taking part in activities with CPVBC. This could include treatment by a trainer, on site medical staff or treatment at an offsite medical facility.
6. I agree to allow CPVBC to take and publish photos, video, and audio of myself for the purposes of promoting the CPVBC organization.
7. I release, waive, and discharge any and all claims that I or my heirs, assigns, personal representatives and the next of kin may have now or in the future against CPVBC, its officers or directors, coaches or staff. Also, the owners of any premises leased by CPVBC for the conduct of practices or matches, for any liability. Expenses, loss or damage to person or property, injury, death, or disability suffered from or in connection with my presence or participation in activities of CPVBC due to any cause whatsoever, including negligence on the part of the releases. I hereby agree not to sue or make claims against the releases and give up all my rights to do so.
8. I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby indemnify, defend, and hold harmless the Releasees, with respect to any and all liability, injury, disability and death or loss or damages to person or property or expenses or fees (including reasonable attorney's fees) associated with my participation with CPVBC, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.
9. This agreement and any disputes arising out of or related to my involvement in activities with CPVBC or this agreement shall be governed by, construed, and enforced in accordance with the law of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue of any disputes of this agreement shall be exclusively in the Court of Common Pleas of Lancaster County or the Federal District Court for the Eastern District of Pennsylvania
10. This agreement is the agreement between the undersigned and CPVBC concerning is subject matter. This agreement supersedes any prior agreements or understandings between the participant or parent and CPVBC concerning the subject matter of this agreement and will remain in effect until it is terminated or replaced by another written agreement
11. If any part of this Release of Liability, or the application of such provision, is rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts of this Release will remain in force and effect.

Photography Release

I hereby agree to allow CPVBC and any of its agents to take and publish photos, videos, and audio of myself for the purposes of promoting the CPVBC organization or myself, so long as said images do not violate NCAA Bylaw 12.5.2. I understand that these images of me and/or family members may be taken at practices, during competition or other CPVBC events. I authorize CPVBC to use said photos, videos and/or audio on their website and other social media platforms, such as Facebook, Twitter, YouTube Instagram, and other such outlets. They may also be used in printed materials without further consideration.

I also understand that once the image(s) have been captured they may be posted in the manner mentioned above; the images can be downloaded by any computer user.

I have read this release of liability and photography release, fully understand its terms, understand that I have given up substantial legal rights by signing it and sign it freely and voluntarily without inducement.

_____/_____/_____
PARTICIPANT'S NAME AGE BIRTHDATE

PARENT/GUARDIAN NAME EMAIL ADDRESS

ADDRESS PHONE NUMBER

CITY STATE ZIP

SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE

This is to certify that I am the parent or guardian of the minor athlete named above, having legal responsibility for this minor and I do hereby consent(with the approval of my spouse, if any) to the minor's participation in all activities with CPVBC and agree to the Release of Liability as provide and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Release of Liability on behalf of myself, the minor, any other parent or guardian of the minor and our heirs, personal representatives and next of kin.

I agree to give up my rights, the minor's rights and the rights of any other parent or guardian to maintain any claim or suit against the Releasee, arising out of the minor's taking part in all activities associated with CPVBC. I believe and represent that I have legal authority to make these waivers and releases and I agree to indemnify and defend the Releasee for all liability arising out of any lack of authority on my part to make such waivers and releases.

_____/_____/_____
PARENT/GUARDIAN (Print Name) DATE SIGNED

PARENT/GUARDIAN SIGNATURE