Whistler Outdoor Volleyball Association

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIALS: _____

First Name of Participant: _____ **Last Name:** _____ **Initial:** _____

Address: _____
Street *City* *Prov/State* *Country* *Postal code*

Email: _____ **Date of Birth:** _____
yyyy/mm/dd

TO: **Whistler Outdoor Volleyball Association and their directors, officers, employees, agents, guides, instructors, representatives, Independent contractors, subcontractors, sponsors, affiliates, successors and assigns (hereinafter collectively referred to as the "Releasee")**

DEFINITIONS

In this agreement the term "Outdoor Volleyball" shall include all activities, events, or services provided, arranged, sponsored or authorized by the Releasee, including but not limited to: engaging in the sport of volleyball; volleyball tournaments; transportation; travel to or from the one venue to another; orientation or instructional courses, seminars and sessions; and, all other such activities, events and services in any way connected with or related to the Releasee.

ACKNOWLEDGEMENT OF SAFETY

INITIALS: _____

I acknowledge that I have been provided with or been advised of some of the reasonable risks associated with Outdoor Volleyball. I am aware that there is a representative of the Releasee available to answer questions I may have as to proper conduct and / or safety procedures. I am aware that the physical exertion required of Outdoor Volleyball and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Outdoor Volleyball. I acknowledge that I am not nor will be under the influence of medication, drugs or alcohol while participating in Outdoor Volleyball.

ASSUMPTIONS OF RISKS

I am aware that Outdoor Volleyball involves many risks, dangers, and hazards. I am aware that, although efforts are taken by the Releasee to ensure a safe environment to undertake Outdoor Volleyball, many hazards remain, including but not limited to: foreign objects on the playing / surrounding area; Outdoor Volleyball equipment (including but not limited to support posts) which is not padded; other users of the area in which Outdoor Volleyball is conducted who present hazards (including, but not limited to, cyclists, unleashed dogs, and other sports enthusiasts engaging in a variety of activities). I assume any and all risk created by the **NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF THE RELEASEE, INCLUDING THE FAILURE OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF OUTDOOR VOLLEYBALL. I further acknowledge and agree that all expenses associated with emergency, evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasee.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUTDOOR VOLLEYBALL ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ABOVE, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasee allowing me to participate in Outdoor Volleyball and permitting my use of the premises on which Outdoor Volleyball takes place, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasee, and TO RELEASE THE RELEASEE from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Outdoor Volleyball, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C 1996, c.337, ON THE PART OF THE RELEASEE, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR VOLLEYBALL, INCLUDING BUT NOT LIMITED TO, THOSE REFERRED TO ABOVE;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE from any and all liability for any property damage to property of, or personal injury to, any third party, resulting from my participation in Outdoor Volleyball;**
3. **This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;**
4. **If any part of this agreement is found to be non-binding, that part will be severed and the body of the agreement shall remain in place;**
5. **This Agreement and any rights, duties and obligations are between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and**
6. **Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be in the exclusive jurisdiction of the Courts of the Province of British Columbia.**

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasee with respect to the safety of Outdoor Volleyball, other than what is set forth in this Agreement. By signing this agreement, I also confirm that I am in the full age of majority.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE.

_____ _____
Signature of Witness Signature of Parent / Legal Guardian

_____ _____ _____
Print Name of Witness Print name of Parent / Legal Guardian *Date*

This agreement also permits the Releasee to use any imagery including and not limited to photographs and videos taken of the participant for promotional purposes.

THIS AGREEMENT MUST BE READ, COMPLETED IN FULL, SIGNED, DATED, WITNESSED AND MUST BE INITIALED WHERE INDICATED BEFORE THE PARTICIPANT CAN TAKE PART IN THE 2026 WOVA SEASON

Parent cell phone/emergency contact: _____