**VCA**

***Assumption of Risk – Waiver of Liability – Indemnification Agreement***

**(READ BEFORE SIGNING)**

**VCA (Volleyball Collective Academy)** is an organization located in Charles County, MD, which, through its member organizations, provides opportunities for youth and adults to learn and develop their volleyball skills through participation in volleyball camps, clinics, leagues, and tournaments. VCA (Volleyball Collective Academy) and its Member Organizations will hereafter be referred to as **VCA**. Some of the many benefits of participation in volleyball include improvement of physical fitness, fun & enjoyment, learning teamwork, opportunity to compete, better health, weight maintenance, social interaction, building friendships, and involvement in

wholesome recreation.

While these and other benefits of volleyball are apparent, VCA feels it is important that the **VCA Adult Participant or VCA Minor**

**Participant (& Parent/Guardian)** understand that there are risks inherent in all physical activity including volleyball. While VCA takes

great care to reduce the risks associated with volleyball participation, it is impossible to eliminate all risks, including the risk of injury.

Some of the inherent risks of volleyball include trauma and stress (e.g., to bones, muscles, and joints); falls on hard surfaces; being struck by fast moving balls; collisions (e.g., with other players, standards, obstructions, or walls); inflammation (e.g., in joints,

muscles, tendons, etc.); weather-related risks (e.g., hot, humid weather; cold, inclement weather; lightning; high winds); over-exertion; participant failure to adhere to rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; playing surface faults (e.g., uneven, slick, wet); unexpected facility hazards or defects; errors in judgment by VCA personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level,

misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

VCA feels that it is important that the **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** understand that three types of injuries can occur. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches,

sprains, abrasions, cuts, black eyes, blisters, and bruises. *Serious injuries* are less common but do occur in volleyball. They include,

but are not limited to, stress fractures: broken bones (e.g., fingers, arms, legs); concussions; torn tendons, ligaments, or cartilage; rotator cuff injuries; eye injuries; cuts, broken teeth; and internal injuries. *Catastrophic injuries* are very rare; but VCA feels that you should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

**Assumption of Inherent Risks**: I, the **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** assert that I am familiar with the inherent risks of volleyball and have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. I understand that all activities of VCA include inherent risks that cannot be totally eliminated regardless of the care taken by VCA. I know, understand, and appreciate the types of injuries inherent in VCA activities. I, the **VCA Adult Participant or**

**VCA Minor Participant (& Parent/Guardian)**, hereby assert that **1) my participation is voluntary** and that 2) **I knowingly assume all inherent risks of the activity.**

**Waiver of Liability for Ordinary Negligence of VCA:** In consideration of permission to participate in VCA activities, today and on all future dates, **I, the VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)**, on behalf of myself, my spouse, heirs,

executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge VCA** including their partners and owners, directors, board members, officers,

employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter

referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the *Protected Parties.***

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in VCA activities including, but not limited to: league play, tournaments, camps, clinics, special events, recreational play, practice, and

training/conditioning activities. It applies also while I am an observer or spectator and for my individual use of all facilities. This

applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to

2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification: I,** the **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)**, also **agree to hold harmless, defend,**

**and indemnify VCA** (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related

expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in VCA Activities,

(Including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties).*

I further agree to hold harmless, defend, and indemnify VCA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in VCA activities.

**Clarifying Clauses:** I, the **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** confirm:

**1)** This agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire

agreement between me and VCA and that it cannot be modified or changed in any way by representations or statements by any agent or employee of VCA.

**2)** The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as

broad and inclusive as is permitted by the laws of the State of Maryland and that **if any portion thereof is held in MD**, it is agreed that the balance shall continue in full legal force and effect.

**3)** If legal action is brought, either the state court serving Charles County, Maryland, or the United States District Court for

The District of Maryland has the sole and exclusive **jurisdiction** and that only the **substantive laws** of the State of Maryland shall apply.

**Acknowledgements to Promote Participant Safety:**

*Health Status.* The **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** affirms that he or she:

* Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
* Understands that VCA advises all participants to seek medical clearance prior to participation.
* Understands that it is the participant’s duty to inform staff and cease participation immediately if there is any unusual

discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

* Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

*Medical Care.* The **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** affirms that he or she:

* Authorizes the use of first aid, CPR, or AED (when available) if VCA staff deems it is needed.
* Authorizes VCA to secure emergency medical care and transport if deemed necessary.
* Agrees to assume all cost of emergency care and transportation.

*Rules and Safety***.** The **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)** agrees:

* To report all injuries (even minor injuries) so that VCA may make a record of the injury.
* To wear all recommended safety gear during participation.
* To follow all rules of the activity and of VCA.
* To inform VCA of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
* That VCA has authority to halt my participation if it endangers the participant or others.

**Medical Release:**

By signing this waiver, you grant VCA permission to 1) receive medical information, and 2) when applicable, make official VCA public statements releasing your medical diagnosis with the exception of catastrophic circumstances (examples include, but are not limited to: death, paralysis and other traumatic incidents). You have the right to revoke this decision at any time per HIPAA laws should you wish to withhold your medical information and keep any or all of that information private, by informing a member of VCA.

**Photography Release:**

I grant VCA and all its departments and its promoters the right to take photographs of me in connection with VCA events. I authorize VCA and its promoters to copyright, use and publish the same in print and/or electronically.

I agree that VCA and its promoters may use such photographs of me with or without my name and for any lawful purpose, including publicity, illustration, advertising, and web content.

**Promoter rights:**

VCA and VCA Promoters reserve the right to use the participant’s email to market VCA events.

**Acknowledgment of Understanding:** I, the **VCA Adult Participant or VCA Minor Participant (& Parent/Guardian)**, have

read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I, the **VCA Adult Participant or VCA Minor**

**Participant (& Parent/Guardian)**, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a**

**complete release of all liability, including that due to inherent risks** or **ordinary negligence by the *Protected Parties***, to the greatest

extent allowed by law of the State of Maryland. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement*.

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 Adult Participant Printed Name Adult Participant Signature Date

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 Minor Participant Printed Name Minor Participant Signature Date

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 Parent/Guardian Printed Name Parent/Guardian Signature Date