

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (For those 18 years of age and older)

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

Definitions:

In this Agreement the following terms shall have the following meanings:

"Activities" means the sport of beach volleyball and the activities, events and programs of the Club, Saskatchewan Volleyball, Volleyball Canada or other volleyball clubs or organizations.

"Claims" means, collectively, any and all actions, causes of actions, demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interests, costs and other claims of any and every kind and nature whatsoever, at law, pursuant to statute and in equity.

"Club" means VOGO Volleyball Inc.

"Losses" means any injury, personal injury, damage, property damage, expense, loss of income legal fees and disbursements on a solicitor/client basis or loss of any kind.

"Organization" means, collectively, Club, its Directors, coaches, members, employees, volunteers, participants, agents and representatives, and each of their respective heirs, executors, administrators, successors and assigns.

"Participant" means the undersigned individual who shall participate in the Activities.

"Releasee" means the Participant and her respective heirs, executors, administrators, successors and assigns.

In consideration of allowing the Participant to participate in the Activities, the Releasee acknowledges and agrees as follows:

1. **Voluntary Participation.** The Participant is participating voluntarily in the Activities and freely accepts and fully assumes all associated risks, dangers, hazards, liabilities and possibility of Losses.
2. **Associated Risks.** Participation in the Activities exposes the Participant to the following:
 - (a) risks, dangers and hazards that can result in severe and even fatal injuries (including temporary or permanent paralysis) and other Losses, including, without limitation the following circumstances:
 - (i) exerting and stretching various muscle groups, strenuous cardiovascular workouts;
 - (ii) vigorous physical exertion, rapid movements and quick turns and stops;
 - (iii) severe sunburn or heat stroke;
 - (iv) falling, tumbling or hitting other participants, equipment or other obstacles;
 - (v) falling to the ground or floor due to uneven, slippery or irregular surfaces;
 - (vi) falling debris;
 - (vii) contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
 - (viii) failing to play within one's abilities and within designated areas;
 - (ix) failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - (x) extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
 - (xi) exposure to insect bites and/or other environmental conditions or risks which may or may not result in allergic reaction(s); or
 - (xii) travel to and from competitive events and associated non-competitive events which are an integral part of the Club's activities.
 - (b) anxiety and other forms of emotional distress; or
 - (c) property damage or loss.
 - (d) transmittable illness, including but not limited to COVID-19

The risk of injury, death, illness or other Losses is reduced if all rules established for participation are followed, and the Participant is in appropriate physical and mental condition, as verified by a medical doctor.
3. **Disclaimer.** The Organization shall not be responsible for any Losses directly or indirectly suffered by the Participant during, or as a result of, or in respect of the Activities, whether or not caused by the negligence of the Organization.
4. **Photos and Videos.** The Participant authorizes the Club to use photographs and videos which may include the Participant. The Participant hereby waives any entitlement to the copyrights to any photo(s) and/or video(s) of the Participant. The Participant shall not seek compensation from the Club for the use of such photo(s) and/or video(s).
5. **Entire Agreement.** The Participant is not relying upon any oral or written representations or statements of any nature of kind made by the Releasee(s) or any of them. The Participant is executing this document of their own free will, in consideration of the Club allowing the Participant to participate in the Activities.
6. **Release and Indemnity.**
 - (a) The Organization is hereby released from any Claims relating to any Losses the Participant may suffer or incur relating directly or indirectly to the Activities.
 - (b) The Organization is hereby indemnified by the Releasee from and against the following:
 - (i) any and all Claims for Losses suffered or incurred by the Participant relating directly or indirectly to the Activities, including any Claims from the Releasee's insurers;
 - (ii) any and all Claims for Losses suffered or incurred by other Participants relating directly or indirectly to the Activities, resulting from any acts or omissions of the Participant; and

- (iii) any and all Claims for Losses suffered or incurred by the Organization relating directly or indirectly to the Activities, resulting from any acts or omissions of the Participant.

7. **Acknowledgement.** By typing in your name and the date below or by clicking the "I Agree" icon, you agree to execute this agreement voluntarily and to be bound by this Agreement, and this Agreement is binding upon you and your heirs, executors, administrators successors and assigns even if you have not read the Agreement.

I AGREE

Type Name of Participant