

WARNING: READ CAREFULLY!
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY NEWWAVE VOLLEYBALL CLUB LTD. AGAINST LEGAL LIABILITY FOR PROPERTY DAMAGE, INJURY, DEATH, ILLNESS AND DISEASE (INCLUDING COVID-19)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR CHILD'S PARTICIPATION IN VOLLEYBALL ACTIVITIES

I, the undersigned Parent/Guardian, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of **NEWWAVE Volleyball Club**, its officers, directors, agents, representatives, coaches, employees, volunteers, independent contractors, subcontractors, and their respective executors, administrators, successors and assigns (collectively, the "**Releasees**").

I understand that **NEWWAVE Volleyball Club** will not permit my minor child, _____, (the "**Participant**"), to participate in any volleyball activities organized, offered, or sanctioned by the Releasees (the "**Activities**") unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I understand that there are many risks associated with the minor Participant's participation in the Activities (the "**Risks**"). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT AS WELL AS THROUGH CLOSE PROXIMITY TO OTHERS.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including, but not limited to, COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on the Participant or on others with whom the Participant may transmit such disease. Examples of the Risks include, but are not limited to, personal injury, death, property damage, or illness resulting from:

- ❖ **HEALTH:** food and beverages, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including, but not limited to, COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
- ❖ **CONDUCT:** the Participant's conduct and conduct of other persons, including any physical, verbal and/or written altercation between the Participant and other persons.
- ❖ **PREMISES:** defective, dangerous or unsafe condition of the facilities, falls, collisions with objects, walls, equipment or persons, dangerous, unsafe, or irregular conditions on the field of play or other surfaces, extreme weather conditions, and travel to and from the Activities.
- ❖ **EQUIPMENT:** mechanical failure of the equipment, negligent design or manufacture of the equipment, the provision of, or the failure by the Releasees to provide, any warnings, directions, instructions or guidance as to the use of the equipment, and failure to use or operate the equipment within the Participant's ability.

I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.
The Participant is being registered and participating in the Activities voluntarily and willingly.

X _____
Signature of Parent/Guardian

2. WAIVER OF CLAIMS AND RELEASE OF LIABILITY: I, the undersigned Parent/Guardian, hereby agree as follows:

- ❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participant's participation in the Activities; and
- ❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, property damage, injury, death, illness or disease (e.g. communicable diseases including, but not limited to, COVID-19 and influenza) that the Participant, I, my executors or administrators, or any other third party may suffer as a result of the Participant's participation in the Activities, due to any cause whatsoever, including, but not limited to, those arising out of and/or involving NEGLIGENCE, breach of any statutory duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303) or other duty, breach of contract, mistake, error of judgment, and/or fault on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect the Participant from the risks, dangers and hazards of the Activities.

3. INDEMNITY: I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including, but not limited to, those arising out of and/or involving negligence, breach of any statutory duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303) or other duty, breach of contract, mistake, error of judgment, and/or fault on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect the Participant from the risks, dangers and hazards of the Activities, and/or those arising out of or connected with the Participant's preparation for or participation in, or both, or travel to or from any of the Activities, events and programs of the Releasees.

4. REPRESENTATIONS: I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

5. JURISDICTION: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

I further agree that Ministerial Order M183, Protection Against Liability for Sports (Covid-19) Order, is applicable to the Activities.

6. SEVERABILITY: If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Participant (Please Print)

Date of Birth

Name of Parent/Guardian (Please Print)

Date

Signature of Parent/Guardian

Name of Witness (Please Print)

Date

Signature of Witness