

SPORTING EVENT WAIVER OF LIABILITY, RELEASE & AGREEMENT

PARTICIPANTS and SPECTATORS: READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of granting the athlete or spectator permission to enter the premises of BEACH HOUSE VOLLEYBALL, LLC (hereinafter "BHV"), the undersigned hereby waives, releases and discharges any and all claims for damages for personal injury, death or property damage, which may result not only from the athlete's or spectator's actions, inactions or negligence, but also from the actions, inactions or negligence of others and/or the condition of the property, facilities or equipment. In agreeing to this Waiver, Release & Agreement, I understand the intent thereof, and I hereby agree to release from responsibility and waive all claims against BHV, its employees, members, trainers, affiliates, subsidiaries, heirs, assigns, insurers and agents, corporate sponsors, cooperating organizations, spectators, equipment suppliers, volunteers and any other parties (hereinafter the "Release Parties") connected with this event in any way, or person, singly or collectively, for any blame or liability, demand, injury, harm, loss of property, or damage I might sustain as a result of participating in or attending activities at BHV. It is understood that events at this facility involve an element of risk and danger of accidents and I fully accept and assume all risks and all responsibility for losses, costs and damages I incur as a result of my participation in this event. I certify that I am 18 years of age or older, have read this waiver, fully understand that I have given up substantial rights by signing this waiver and have signed this waiver freely of my own will and accord. I confirm the information provided to be correct. I confirm that I will adhere to the rules, regulations and guidelines set forth by BHV. It is further agreed that this waiver, release and assumption of risk is to be binding on the athlete or spectator and any heirs and assigns.

MEDIA/PHOTO WAIVER: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during BHV events by its affiliated entities, contractors, employees, or volunteers become the sole property of BHV. I grant the right, permission and authority, without compensation, to BHV and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that BHV and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Waiver of Liability, Release and Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily agreeing to the agreement and participating in the BHV event, and intend my acceptance to be a complete and unconditional release of all liability of BHV (and other Released Parties) or the inherent risks of the activity, to the greatest extent allowed by law in the State in which the BHV Event is held. If I have minor children in my custody at the BHV facility, I am agreeing to this Waiver of Liability on their behalf.

NAME: _____ DATE: _____