

**Forest City Volleyball Club
Waivers – Coaches and Volunteers (TWO pages)
2011-2012**



Personal Information:

Please print clearly

Name: _____

In order to participate in the Ontario Volleyball Association, the coach/volunteer must read and sign the declarations below (continued onto Page 2).

By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement and as a Participant in the sport of volleyball and the activities, events and programs of the Organization, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Ontario Volleyball Association, Volleyball Canada, all other associations, sanctioning bodies and sponsoring companies and all their respective employees, agents, servants, contractors, representatives, elected and appointed officials, and successors and assigns (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of beach volleyball and any program, activity or event of the Organization, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of volleyball and the activities, events and programs of the Organization. In consideration of my participation in the sport of volleyball and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization, including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling or hitting other participants;
- d) Falling to the ground or floor due to uneven, slippery or irregular surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Spinal cord injuries which may render me permanently paralyzed; or
- i) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware:

- a) That injuries sustained can be severe and that my risk of injury increase as I become fatigued;
- b) That I may experience anxiety while challenging myself during the activities, events and programs and
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

I have read and agree to be bound by paragraphs 3 and 4.

Release of Liability

5. In consideration of the Organization allowing me to participate, I agree:

- a) That my physical condition has been verified to participate in the activities, events and programs of the Organization by a medical doctor, within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of volleyball and the activities, events and programs of the Organization; and

e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, death, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization;

I have read and agree to be bound by paragraphs 5 and 6.

Acknowledgement

6. By typing in your name and the date below and clicking the “I Agree” icon, you agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your heirs, executors, administrators and representatives even if you have not read the Agreement.

Signature

Date

2) Ontario Volleyball Association – Terms and Conditions

Consent for Use of Personal Information and Photo Release

1. I, the Participant, authorize the Ontario Volleyball Association and Volleyball Canada to collect and use personal information about me for the purpose of registration and providing volleyball services, registration with Volleyball Canada, receiving communications from the Ontario Volleyball Association and Volleyball Canada with regard to programs, events, promotions and sponsorships, and posting articles of interest, newsletters, promotions, rosters, statistics, images and results on the Ontario Volleyball Association and Volleyball Canada website.
2. Furthermore, I, the Participant, grant permission to the Ontario Volleyball Association and Volleyball Canada to photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the Ontario Volleyball Association and Volleyball Canada through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that the audio/visual material and copyright will remain the sole property of the Ontario Volleyball Association and Volleyball Canada and I waive any claim to remuneration for use of audio/visual materials used for these purposes.
3. I understand that I may withdraw such consent at any time by contacting the Ontario Volleyball Association’s Privacy Officer (director@ontariovolleyball.org). The Privacy Officer will advise the implications of such withdrawal.
We do not sell or distribute your personal information to any other third party not listed herein.

Acknowledgement

4. In consideration of the acceptance of my participation in the programs, events and activities of the Ontario Volleyball Association and Volleyball Canada, I the Participant agree as follows:
 - a) To abide by the policies, rules and regulations of the Ontario Volleyball Association and Volleyball Canada.
 - b) I accept sole responsibility for my personal possessions and athletic equipment.
 - c) To uphold the high standards of the Ontario Volleyball Association and Volleyball Canada and will never to anything to damage their reputation.
5. I acknowledge that I have read these Terms and Conditions in its entirety and that I have executed these Terms and Conditions voluntarily.

Signature

Date