

# OMAHA WARRIORS NATIONAL HOME SCHOOL VOLLEYBALL TOURNAMENT

## Waiver of Liability and Hold Harmless Agreement

Team Name \_\_\_\_\_

Participant Name \_\_\_\_\_ Age \_\_\_\_\_

Parent/Legal Guardian Name \_\_\_\_\_

As a **PARTICIPANT** (if 19 yr), or as a **PARENT/GUARDIAN** (if participant is a minor), I agree to the following:

In consideration for receiving permission to participate in the National Home School Volleyball Tournament, hereafter referred to as "NHSVBT", from Wednesday, October 29, through Saturday, November 1, 2014, I (as PARTICIPANT or PARENT/GUARDIAN) hereby release, waive, discharge, and covenant not to sue NHSVBT or Omaha Warriors, their members, officers, agents, employees, sponsors, or participants (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (my minor child), or to any property belonging to me (my minor child), while participating in such activity, while in, on, or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I (as PARTICIPANT or PARENT/GUARDIAN) am fully aware of the risks and hazards connected with my (my minor child's) participation in the NHSVBT and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate (allow child to participate) in said activities, knowing that the activities may be hazardous to my (my child's) property and to me (my child). I understand that the NHSVBT does not require me (my child) to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me (my child), or any loss or damage to property owned by me (my child), as a result of being engaged in such activities, whether caused by the negligence of RELEASEES or otherwise, to the fullest extent allowed by law.

I (as PARTICIPANT or PARENT/GUARDIAN) further hereby agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees that RELEASEES may incur due to my (my child's) participation in the NHSVBT, whether caused by negligence of RELEASEES or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named RELEASEES.

**PARENT/GUARDIAN ONLY:** In my absence, I hereby grant authority to the staff of NHSVBT to render judgment concerning medical treatment or assistance in the event of accident or illness of my child at NHSVBT.

In signing this agreement, I (PARTICIPANT or PARENT/GUARDIAN) acknowledge and represent that I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed, fully intending to be bound by same.

**PARTICIPANT** (if 19 yrs) or **PARENT/GUARDIAN** (if minor)

**DATE**

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