

WAVE Volleyball - Covid-19 Waiver/Liability Release

The undersigned (“Player”) wishes to participate in volleyball lessons, practices and tournaments at locations owned or leased by or at other locations coordinated through WAVE Sports, LLC, a Florida limited liability company (“WAVE”). The Player hereby acknowledges that volleyball or any sporting event is an extreme test of a person’s physical and mental limits and that the Player’s participation in or travel to a volleyball event may result in death, serious injury or property damage. **Furthermore, the Player acknowledges that participation in a volleyball lesson, practice or tournament may expose the Player to communicable diseases, including, without limitation, viruses such as COVID-19 (a/k/a the Coronavirus), or other illnesses such as the flu.** With a full understanding of the potential risks, the Player hereby KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (as described below), and assumes full and sole responsibility for the Player’s participation in and travel to such activities and for the safeguarding of the Player’s health. The Player, on the Player’s behalf and on behalf of the Player’s personal representatives, heirs, family members, successors and assigns, hereby: (a) WAIVES, RELEASES, AND DISCHARGES the Released Parties from any and all claims or liabilities for death, personal injury or damages of any kind which arise out of or relate to the Player’s traveling to and from or participation in any volleyball or other event involving WAVE, (b) AGREES NOT TO SUE any of the Release Parties for any of claims or liabilities arising out of or related to the Player’s travel to or participation in volleyball or other activities involving WAVE, and (c) INDEMNIFIES AND HOLDS HARMLESS the Released Parties from any claims made or liabilities incurred as a result of the Player’s or the Player’s family member’s actions. The “Released Parties” include WAVE, its Regional Volleyball Associations, all tournament directors, all sponsors, and the owners, managers, officers, directors, employees, sub-contractors, representatives and agents of any of the foregoing, including, without limitation, Matthew McElhiney, and their personal representatives, successors and/or assigns. The Player further authorizes the Released Parties to obtain medical treatment in the event the Released Parties or a medical professional deems such treatment to be necessary and acknowledges that the decision to obtain such medical treatment, the treatment and the cost of such treatment are covered by all terms of the foregoing waiver and release.

If Player is under 18 years of age, the Player’s parent or guardian (“Representative”) has executed this Waiver/Liability Release for and on behalf of the minor. In that event, the Representative hereby binds the Representative, the minor Player and all persons claiming by, through or under the Representative or the Player to the terms of this Waiver/Liability Release, represents that the Representative has legal capacity and authority to act for and on behalf of the Player and agrees to indemnify and hold harmless the Released Parties from any claims or liabilities assessed against them as a result of any insufficiency of the Representative’s legal capacity or authority to act for and on behalf of the Player in the execution of this Waiver/Liability Release.

Printed Player Name: _____

Printed Parent Name: _____

Player’s/Parent/Guardian’s Signature: _____

Date Signed: _____