

**WAIVER AND RELEASE OF LIABILITY FORM**

Team One Rentals, LLC

2380 Unit B Prospect Drive Aurora, IL 60502

Participant’s Full Name: \_\_\_\_\_

Participant’s Address: \_\_\_\_\_  
\_\_\_\_\_

Participant’s Age: \_\_\_\_\_

Participant’s Gender: \_\_\_\_\_

I, the above-named Participant, acknowledge that volleyball or any sporting event is an extreme test of a person’s physical and mental limits and that my participation in a volleyball event can cause potential death, mental anguish, pain, suffering, permanent paralysis or other serious bodily injury to the participants (including myself) and/or loss of or damage to personal property.

With a full understanding of the potential risks, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN (OR BEING PRESENT DURING) THE SPORT OF VOLLEYBALL (and all related events or activities), KNOWN AND UNKNOWN, at the facility operated by Team One Rentals, LLC (“Rentals”) at the address set forth above (the “Facility”), even if such risks arise from dangerous or defective equipment or property or errors, omissions, acts, failures to act, carelessness and/or negligence of one or more of the Released Parties (identified below).

I hereby take the following action for myself, my executors, personal representatives, administrators, heirs, beneficiaries, next of kin, successors and assigns to the fullest extent permitted by law:

a) I FULLY AND COMPLETELY WAIVE, RELEASE, REMISE AND DISCHARGE all persons and entities involved or engaged in or responsible for (i) the ownership, rental, leasing, offering for use, maintenance and/or operation of the Facility and/or (ii) the organization, implementation or sponsorship of the volleyball event(s) at the Facility, including but expressly not limited to Rentals, Butterfield Realty, Inc., Team One Volleyball Club (“Team One”), [Amateur Athletic Union (AAU), Liberty Illinois LP,] tournament directors, tournament sponsors, and the officers, directors, managers, members, shareholders, employees, representatives, volunteers and agents of any of the above persons and entities (each individually, a “Released Party” and collectively, the “Released Parties”), from any and all actions, causes of action, suits, claims, demands, duties, liabilities, obligations, losses and/or damages for death, disability, bodily injury or property damage, destruction or theft (collectively, “Claims”) of any kind or nature, which arise out of or relate to my traveling to and from or my participation in any volleyball event (and any other related events or activities I may engage in at the Facility), EXCEPT THAT NO RELEASED PARTY HEREBY SHALL BE RELEASED FROM HIS, HER OR ITS OWN GROSS NEGLIGENCE AND/OR WILLFUL OR WANTON MISCONDUCT; and

b) I AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, remised and/or discharged herein; and

c) I INDEMNIFY AND HOLD HARMLESS each and every one of the Released Parties from any Claims made or liabilities or damages assessed against them as a result of my actions, failures to act, omissions, death, bodily injury or damage to property.

I certify that by signing this form:

1. I acknowledge that I (a) have been provided with a copy of the rules and regulations of the Facility relating to volleyball activities, (b) have read and understand such rules and regulations, (c) promise to abide to all such rules and regulations while I am present at the Facility, (d) willingly agree to comply with all other stated and customary terms and conditions for my participation; (e) consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this activity; and (f) if I observe any unusual significant hazard during my presence or participation at the Facility, I will remove myself from participation and immediately bring such observations to the attention of the nearest supervising party;

2. I have read and understand this Waiver and Release of Liability, I fully understand its terms, I understand that I have given up substantial rights by signing it and I have signed it freely and voluntarily without any inducement or duress by any of the Released Parties or anyone else;

4. I (or my parent or legal guardian) am at least eighteen (18) years old (or, if I am under the age of eighteen (18), then my parent or guardian has signed this form on my behalf in the space provided below);

5. I agree and consent to abide by the Waiver and Release of Liability set forth herein and understand that it is to be construed and enforced in accordance with the laws of the State of Illinois;

6. The terms and conditions of this Waiver and Release of Liability shall remain in force and effect with regard to all activities at the Facility until such time as I deliver written notice of termination hereof to Rentals. In the event of such a termination, this Waiver and Release of Liability shall continue in force and effect as to any activities at the Facility prior to Rentals's actual receipt of my notice of termination.

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Consent by Parent or Guardian for Participants Under the Age of 18

*If the applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release of Liability, the following, for and on behalf of the minor.*

The undersigned parent and natural guardian or legal guardian of the above-named Participant executes the foregoing Waiver and Release of Liability for and on behalf of the minor named herein and in doing so: (a) I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release of Liability set forth herein; (b) I represent that I have legal capacity and authority to act for and on behalf of the minor named herein and that you may rely on my execution of this form in accepting the above-named Participant in the above-described activities at the Facility; (c) I hereby agree to indemnify and hold harmless the persons or entities named in this Waiver and Release of Liability for any Claims made or liabilities or damages assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of this Waiver and Release of Liability; and (d) I fully consent to my child's participation in RVA/USAV/AAU/Team One events and all related activities at the Facility.

Printed Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date: \_\_\_\_\_