



AVP America
Assumption of Risk – Waiver of Liability – Indemnification Agreement
(READ BEFORE SIGNING)

AVP America is a national organization located in Newport Beach, CA, which, through its member organizations, provides opportunities for youth and adults to learn and develop their volleyball and beach volleyball skills through participation in volleyball camps, clinics, leagues and tournaments. AVP America and its Member Organizations will hereafter be referred to as **AVPA**. Some of the many benefits of participation in volleyball include improvement of physical fitness, fun & enjoyment, learning teamwork, opportunity to compete, better health, weight maintenance, social interaction, building friendships, and involvement in wholesome recreation.

While these and other benefits of volleyball are apparent, AVPA feels it is important that the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** understand that there are risks inherent in all physical activity including volleyball. While AVPA takes great care to reduce the risks associated with volleyball participation, it is impossible to eliminate all risks, including the risk of injury. Some of the inherent risks of volleyball include trauma and stress (e.g., to bones, muscles and joints); falls on hard surfaces; being struck by fast moving balls; collisions (e.g., with other players, standards, obstructions, or walls); inflammation (e.g., in joints, muscles, tendons, etc.); weather-related risks (e.g., hot, humid weather; cold, inclement weather; lightning; high winds); over-exertion; participant failure to adhere to rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; playing surface faults (e.g., uneven, slick, wet); unexpected facility hazards or defects; errors in judgment by AVPA personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

AVPA feels that it is important that the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common, but do occur in volleyball. They include, but are not limited to, stress fractures: broken bones (e.g., fingers, arms, legs); concussions; torn tendons, ligaments, or cartilage; rotator cuff injuries; eye injuries; cuts, broken teeth; and internal injuries. Catastrophic injuries are very rare; but AVPA feels that you should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

Terms of Service:

Please carefully read these terms and conditions of use (these “Terms of Service”) before using the Official Website of AVP Pro Beach Volleyball/AOS Group LP/AVP America and the services available on that site (collectively, the “Site”). Your access to and use of the Site is subject to these Terms of Service (including the Privacy Policy of the Site) and all applicable laws. By accessing and using the Site, you signify your assent to these Terms of Service. These Terms of Service may be amended or modified at the sole discretion of AVP Pro Beach Volleyball (“AVP”) or new conditions may be imposed, at any time with or without notice. Any such changes or additions will be reflected by an update of this posting and are hereby incorporated by reference into these Terms of Service. Please check these Terms of Service periodically for changes. Your continued use of the Site following the posting of changes to these Terms of Service (including the Privacy Policy) will mean you accept those changes. If you do not agree to these Terms of Service, please do not use the Site.

1. DESCRIPTION OF SERVICES

The Site offers streaming video content and related editorial and interactive material of and related to AVP. Content may include, but is not limited to: athlete interviews and biographies, tournament and practice video, behind-the-scenes footage, user polls, photo galleries and news and information. Please be aware that some material may contain explicit content.

2. OWNERSHIP AND USE RESTRICTIONS

The Site is operated by AVP. AVP and their respective operators, athletes, members, teams, affiliates, employees, directors, and officers shall be collectively referred to herein as the “Operators.”

By purchasing any Services via the Site, you acknowledge and agree that your credit card is being charged by the payment processor of WePay.

Termination of Service

The Operators may, in their sole discretion, change, suspend or discontinue any aspect of the Site at any time with or without notice, including the availability of any Site feature, database, or content. The Operators may also cancel your registration password, or impose limits on certain features and services or restrict your access to parts of the Site, or the entire Site, with or without notice, and without liability, at any time, in the Operators' exclusive discretion, without prejudice to any legal or equitable remedies available to the Operators, for any reason or purpose, including, but not limited to, conduct that the Operators believe violates these Terms of Service or other policies or guidelines posted on the Site or conduct which the Operators believe is harmful to other customers, to the Operators' respective businesses, or to other information providers. Upon any termination of these Terms of Service, you shall immediately discontinue your use of the Site and destroy all materials obtained from it.

Assumption of Inherent Risks: I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** assert that I am familiar with the inherent risks of volleyball and have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. I understand that all activities of AVPA include inherent risks that cannot be totally eliminated regardless of the care taken by AVPA. I know, understand, and appreciate the types of injuries inherent in AVPA activities. I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)**, hereby assert that **1) my participation is voluntary** and that **2) I knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of AVPA: In consideration of permission to participate in AVPA activities, today and on all future dates, I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge AVPA** including their partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the Protected Parties.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in AVPA activities including, but not limited to: league play, tournaments, camps, clinics, special events, recreational play, practice, and training/conditioning activities. It applies also while I am an observer or spectator and for my individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)**, also **agree to hold harmless, defend, and indemnify AVPA** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in AVPA Activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I further agree to hold harmless, defend, and indemnify AVPA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in AVPA activities.

Clarifying Clauses: I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** confirm:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and AVPA and that it cannot be modified or changed in any way by representations or statements by any agent or employee of AVPA.
- 2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of California and that **if any portion thereof is held in CA**, it is agreed that the balance shall continue in full legal force and effect.
- 3) If legal action is brought, either the state court serving Orange County, California, or the United States District Court for the District of California has the sole and exclusive **jurisdiction** and that only the **substantive laws** of the State of California shall apply.

Acknowledgements to Promote Participant Safety:

Health Status. The **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that AVPA advises all participants to seek medical clearance prior to participation.
- Understands that it is the participant's duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. The **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** affirms that he or she:

- Authorizes the use of first aid, CPR, or AED (when available) if AVPA staff deems it is needed.
- Authorizes AVPA to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

- AVPA offers a secondary medical insurance for all players that may become injured as a direct result of a sanctioned AVPA event. This insurance may be used as a primary insurance if the athlete/player does not have an existing health care policy. This does not apply to any preexisting conditions and is subject to a deductible.

Rules and Safety. The **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)** agrees:

- To report all injuries (even minor injuries) so that AVPA may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity and of AVPA.
- To inform AVPA of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
- That AVPA has authority to halt my participation if it endangers the participant or others.

Photography Release

I grant AVP America and it's promoters the right to take photographs of me in connection with AVP America events. I authorize AVP America and it's promoters to copyright, use and publish the same in print and/or electronically.

I agree that AVP America and it's promoters may use such photographs of me with or without my name and for any lawful purpose, including publicity, illustration, advertising, and web content.

Promoter rights:

The AVP and AVP Promoters reserve the right to use the participant's email to market AVP events.

Acknowledgment of Understanding: I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)**, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the **AVPA Adult Participant or AVPA Minor Participant (& Parent/Guardian)**, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of California. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*