

**WAIVER AND RELEASE FORM**

WAIVER AND RELEASE OF LIABILITY AGREEMENT PLEASE NOTE: BY SIGNING BELOW, YOU FULLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS: The undersigned represents that I am at least 18 years old and am the legal parent or guardian of the minor whose name appears below (the “Participant”); and that I have the authority and legal capacity to sign this Agreement on behalf of said minor. I understand that although not likely, it is possible that Participant could be injured while participating in the Oahu Volleyball Academy Activities, and as a condition to his/her participating in the Oahu Volleyball Academy Activities, I hereby assume full responsibility for all risks arising out of, related to or connected with his/her participation in any and all Oahu Volleyball Academy Activities, including but not limited to risk of bodily injury, property damage, and death. On behalf of myself and the Participant, I hereby release Oahu Volleyball Academy, and their respective officers, directors, employees, independent contractors, agents, successors, assigns, and all persons acting by, through or in concert with any of them (collectively, the "Released Persons") from any and all actions, complaints, claims, liabilities, damages, and expenses (including attorneys' fees and costs), whether known or unknown, including liability for bodily injury, property damage, or death, whether or not caused by the negligence of the Released Persons, arising out of with Participant’s participation Oahu Volleyball Academy Activities. On behalf of myself and the Participant, I agree that I will not commence or maintain, or induce others to bring or maintain any legal or administrative proceeding whatsoever or other claim for damages or relief whatsoever against any of the Released Persons based in whole or in part upon any act or omission of any of the Released Persons relating to the Oahu Volleyball Academy Activities, and will indemnify, defend, and hold all Released Persons harmless for any injuries or harm to me caused by or arising out of Participant’s participation in any Oahu Volleyball Academy Activities. This Agreement is binding on me and Participant, and our respective heirs, representatives, executors, successors and assigns. If any foregoing provision, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remaining provisions, and the application of such provisions to persons or circumstances other than those as to which such application is invalid or unenforceable, shall not be affected thereby. NAME OF PARTICIPANT: ACKNOWLEDGED AND AGREED:

**PRINT PARENT / GUARDIAN NAME SIGNATURE DATE**

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 Oahu Volleyball Academy MARKETING/PROMOTION RELEASE AUTHORIZATION I, **(Parent)**,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_consent and authorize Oahu Volleyball Academy to market, promote and air programming of which contain my child’s photographs but not limited to video and audio. I am aware that the purpose of this material is to promote Oahu Volleyball Academy and youth volleyball.

**(Participant’s name)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_