

# VOLLEYBALL OF THE ROCKIES (VOTR) WAIVER AND RELEASE FORM, 2017

The intent of the undersigned (whose signatures are on the reverse side of this waiver and release form), by signing this waiver, is to waive any and all claims for liability for any injury resulting from playing and participating in outdoor volleyball games organized by Volleyball Of The Rockies, Inc. (hereinafter referred to as "VOTR") and to extinguish liability on the part of VOTR, its directors, agents, employees, servants and assigns for any alleged negligent acts, or breaches of warranty, whether expressed or implied.

In consideration of services received, the undersigned for himself/herself, and his/hers heirs and assigns, hereby releases VOTR, its directors, agents, employees, servants and assigns, from any and all liability for claims, demands or actions or causes of actions whatsoever, whether known or unknown, arising out of any damages, loss, injury or death to undersigned or undersigned's property, while undersigned participates in outdoor volleyball play organized and offered by VOTR regardless of whether such loss, damage or injury results from negligence of VOTR, its directors, employees, servants, agents or assigns.

The undersigned recognizes that there are inherent risks, which are significant risks, associated with the playing of outdoor volleyball. Knowing of these inherent risks, the physical exertion and rigors, and the significant risk of physical injury (including, but not limited to, knee injuries, head injuries, back injuries, foot injuries, and internal injuries) involved with outdoor volleyball, the undersigned certifies that he/she is at least eighteen years of age, in good physical health, and fully capable of participating in the rigorous activities and conduct associated with outdoor volleyball. By choosing to play outdoor volleyball, the undersigned hereby assumes full responsibility for him/herself for any and all bodily injury, death, loss of personal property, and expenses (including, but not limited to, ambulance services, medical fees and costs and attorney fees) which may occur as a result of playing outdoor volleyball. The undersigned expressly acknowledges, and assumes the risk for, all dangerous conditions associated with the playing of outdoor volleyball (including, but not limited to, playing field conditions and playing field surfaces which includes grass, sand, dirt or bare ground). Further, the undersigned, releases VOTR, its directors, agents, employees, servants and assigns, from any obligations, duties or expectations to provide any and all notice or warning as to the existence of such conditions, including playing field conditions, damage to the playing field including grass, sand, and bare ground, unpredictable play or behavior from other volleyball players, and weather conditions.

The undersigned acknowledges that the playing of outdoor volleyball, as well as the setting up of equipment used to play outdoor volleyball, involves the inherent risk of personal injury to any person or groups of persons, and the undersigned acknowledges that the playing of volleyball, and the setting up of equipment for playing volleyball, irrespective of the skills of the undersigned or other participants wishing to play outdoor volleyball, involves behavior which is unpredictable and not controllable by VOTR, its directors, agents, employees, servants, or assigns. Undersigned expressly assumes such risk, and waives any claim for negligence on the part of VOTR, its directors, agents, employees, servants, and assigns with respect to foreseeing, controlling or abating unpredictable behavior or negligent behavior on the part of other volleyball participants and/or spectators.

VOTR provides some, but by no means all, equipment necessary for playing outdoor volleyball. VOTR provides a net, boundary-marking ropes, aluminum, steel or wood poles and ropes used to set up the net, and metal stakes and a hammer used to set the poles into the ground. VOTR provides no warranty, either expressed or implied, as to either the completeness of the equipment for purposes of volleyball play, or the fitness of the above-stated equipment, and undersigned waives any and all claims as to breach of express or implied warranty for fitness; further, undersigned expressly assumes the risk of playing with and handling of volleyball equipment listed above, recognizing that there is risk of personal injury associated with working with, setting up or playing with such equipment, including the risk of lightning strikes as the equipment described in this paragraph will attract lightning. VOTR does not warrant the safety of the equipment, and undersigned assumes all risk associated with such equipment.

The playing of outdoor volleyball includes inherent risks with respect to varying weather conditions and undersigned acknowledges that weather is unpredictable. Undersigned assumes all risks associated with weather-related accidents or occurrences while playing outdoor volleyball and releases VOTR, its directors, agents, employees, servants, and assigns from any liability for claims, demands, actions, or causes of actions whatsoever, arising out of weather-related occurrences, (including, but not limited to, heat stroke, sun stroke, sunburn, lightning, hail, snow, wind or wind-blown objects, rain, tornadoes, standing water, wet hills, wet grass, wet sand or wet ground, holes in the playing field, trees or tree limbs falling and any other natural occurrence or disaster).

I grant Volleyball of the Rockies (VOTR) and its subsidiaries, the right to take photographs/video of me in connection with the above-identified event. I authorize VOTR, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that VOTR may use such photographs/video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Your signature, on the back side of this waiver and release form, indicates you have read and understand this waiver of liability, understand its contents clearly, and have signed it voluntarily.

**Please read the waiver and fill out the other side completely and make sure to sign**

**PLEASE PRINT CLEARLY** (Any Additional players please fill out another roster form)

Captain's Name: \_\_\_\_\_ Player #2 Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

My signature above confirms I have read the VOTR Waiver and Release Form on the other side  
And understand its contents fully and I am signing this confirmation voluntarily.

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E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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Player #3 Name: \_\_\_\_\_ Player #4 Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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Player #5 Name: \_\_\_\_\_ Player #6 Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_