

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS/VOLLEYBALL VENTURES

WAIVER

AGREEMENT AND RELEASE OF LIABILITY

**Tournament Event Date:** \_\_\_\_\_

1. In consideration for permission to participate in the volleyball activities on the above date, I RELEASE AND DISCHARGE THE COUNTY OF LOS ANGELES, Volleyball Ventures, the State of California, and the city of Manhattan Beach, and their respective elected and appointed officials, agents and employees (hereinafter referred to as "The Released Parties") from any and all liability, claims, rights or causes of actions that I or my executor, administrator, conservator, other legal representative, beneficiaries, heirs or assigns may have for my death, and/or any injuries or damages occurring to me arising out of my volleyball activities on the above date, and more specifically my use of the premises as a volleyball location, including but not limited to losses CAUSED BY THE NEGLIGENCE OF RELEASED PARTIES AND OR THE CONDITION OF THE PREMISES. (Initial here \_\_\_\_ )

2. I AGREE THAT I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in volleyball activities, (Initial here \_\_\_\_ ) and specifically my use of the premises as a volleyball site. (Initial here \_\_\_\_ )  
I also agree to INDEMNIFY AND HOLD HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought by any party as a result of the aforementioned activities. (Initial here \_\_\_\_ )

3. I understand and acknowledge that volleyball activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY, KNOWN OR UNKNOWN BY THE RELEASED PARTIES, AND ANY CONSEQUENTIAL DAMAGES, SUSTAINED WHILE PARTICIPATING IN VOLLEYBALL ACTIVITIES, AND SPECIFICALLY MY USE OF THE PREMISES AS A VOLLEYBALL LOCATION, WHETHER OR OT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR THE CONDITIONS OF THE PREMISES. (Initial here \_\_\_\_ )

4. This document is my complete understanding regarding this agreement and release of liability and may not be altered by any oral agreement. (Initial here \_\_\_\_ )

5. If applicant is a minor, parent/legal guardian must sign in order to bind parent/guardian an or minor to this agreement. (Initial here \_\_\_\_ )

6. I HAVE READ THIS ENTIRE AGREEMENT AND RELEASE OF LIABILITY, I FULLY UNDERSTAND ITS CONTENTS AND MEANING, AND I HAVE INITIALED AND SIGNED IT OF MY OWN FREE WILL ON MY OWN BEHALF (and if applicable, as a parent/legal guardian on behalf of \_\_\_\_\_, a participant under 18 years of age).

**Dated:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Witness to signature:** \_\_\_\_\_