

RMAC - JUGGERNAUT ADULT WAIVER/RELEASE OF LIABILITY

Name: _____

Street Address: _____ City, St Zip: _____

Home Phone: _____ E-Mail: _____

Cell Phone: _____ Level of Play: _____

(Mens/Womens AA / A / B / BB / C)

ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")

IN CONSIDERATION of my participation in any way in any Juggernaut Volleyball, rMac, RMR-USAV, USAV, AAU or other similar volleyball or volleyball related activity ("ACTIVITY"), wherein such Activity for definition purposes shall include all modes and types of travel to or from or during the Activity, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE Juggernaut Volleyball Club, LLC, Boulder Volleyball Inc., dba Juggernaut Volleyball, JIG, LLC dba Club Juggernaut, (collectively "Juggernaut"), USAV, AAU, JVA, JIG, LLC dba rMac - Rocky Mountain Athletic Center ("rMac"), their parent, related, affiliated, and subsidiary companies, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns of each of the foregoing entities, and Juggernaut's & rMac's sub-contractors, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by Juggernaut, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I grant to the coaches, staff, directors, assistants, or assigned chaperones of any Activity to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if believed necessary en route to or from or at the site of any Juggernaut or rMac event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

I hereby authorize Juggernaut and/or the rMac to allow the reproduction, dissemination, and/or publication of my name and/or likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording and understand that Juggernaut and/or rMac retains title, exclusive and unlimited rights to all internet streaming files including live and archived games, interviews, and events broadcast to the Internet. This is to be done in conjunction with my participation in any Activity and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in any Activity, nor will I receive any payment for the possible commercial use of my name or likeness.

I understand that all payments are final and that, due to scheduling requirements, there are no refunds or pro rated portions of payments available.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND MY EXPERIENCE AND CAPABILITIES AND BELIEVE I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY-AS IS, WITHOUT MODIFICATION, ACCOMMODATION, OR SPECIAL PERSONNEL (AND THAT IF NOT, I WILL PAY ALL EXPENSES RELATED THERETO). I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

This Agreement shall be governed by the laws of the State of Colorado, and the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in binding Arbitration in Jefferson County, Colorado, through an Arbitrator approved by Juggernaut, and subject to the Rules of the Arbitrator and applicable Colorado law.

DATE: _____

PARTICIPANT'S SIGNATURE: _____



(303) 421-1500 WWW.JUGGERNAUTVOLLEYBALL.COM