Name (Print): _____ _____
LAST NAME **FIRST NAME**

Club & Team Name: _____

THE VOLLEYBALL FESTIVAL WAIVER, RELEASE AND INDEMNITY AGREEMENT

I understand that The Volleyball Festival to be held in Phoenix Arizona from approximately June 26 through July 3 of 2009 is an event owned and operated by Festival Sports, Inc., a Texas corporation. I understand that there are risks and dangers inherent in participating in and/or receiving instructions about sporting activities during any sporting event, including those operated by Festival Sports, Inc. dba The Volleyball Festival. I understand that the risks include, but are not limited to potential strains, bruises, cuts, broken bone(s), head injuries, bodily injuries, and death from participation in and normal contact during volleyball events as well as unexpected contact(s) with other players, spectators, other participants, Festival Sports, Inc. personnel, agents, representatives or contractors, walls, floors, equipment, or other items used during the 2009 Volleyball Festival being held from June 26, 2009 through July 3, 2009 in Phoenix, Arizona (the "2009 Event"). I also understand that in order to be allowed to participate in, and/or receive instructions in or in connection with volleyball or related sporting activities, during the 2009 Event, I must give up my rights to hold Festival Sports, Inc. dba The Volleyball Festival, and its Sponsors (described below) liable for any injury or damage which I may suffer while participating in and/or receiving instructions in connection with volleyball or related sporting activities at the 2009 Event.

Knowing this and in consideration of being permitted to participate in and/or receive instructions in connection with volleyball or related sporting activities at the 2009 Event, I hereby knowingly, intelligently, and voluntarily release Festival Sports, Inc. dba The Volleyball Festival, and the following sponsors of the 2009 Event: Arizona Region of USA Volleyball, the City of Phoenix, Arizona, the State of Arizona, the Phoenix Convention Center Department, Arizona State University, Greater Phoenix Convention & Visitors Bureau, US Airways Center, and the owners and operators of all event sites (collectively hereafter called the Festival Sports, Inc. "Sponsors") from any and all liability resulting from or arising out of my participation in and/or receipt of instructions in connection with volleyball or related sporting activities at the 2009 Event, and hereby personally assume all risks in connection with participating in and/or receiving instructions in connection with volleyball or related sporting activities at the 2009 Event, whether foreseen or unforeseen; and I further hold harmless Festival Sports, Inc. dba The Volleyball Festival, and its Sponsors from all claims by me, or my family, estate, heirs, or assigns, arising out of or resulting from my participating in and/or receiving instructions in connection with volleyball or related sporting activities at the 2009 Event.

- I understand and agree that I am releasing and indemnifying not only the entities set forth in the paragraph above, but also the officers, agents, representatives and employees of those entities.
- I understand and it is my intention that this agreement will have the full effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have had or that accrue to me against Festival Sports, Inc. dba The Volleyball Festival, or its Sponsors, whether past, present or future, whether known or unknown, whether anticipated or unanticipated by me, arising out of my participation in and/or receipt of instructions in connection with volleyball or related sporting activities at the 2009 Event, and **IT IS FURTHER MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELEASE FESTIVAL SPORTS, INC. dba THE VOLLEYBALL FESTIVAL, AND ITS SPONSORS, (AS DESCRIBED ABOVE) FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY OR RESULTING FROM NEGLIGENCE IN WHOLE OR IN PART OF ANY ONE OR MORE OF FESTIVAL SPORTS, INC. OR ITS SPONSORS.**
- **I UNDERSTAND AND AGREE THAT THIS AGREEMENT APPLIES TO PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH WHICH I MAY SUFFER, EVEN IF CAUSED BY THE ACTS OR OMISSIONS OF OTHERS.**
- I understand and agree that by signing this agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating in and/or receiving instructions in connection with volleyball or related sporting activities at the 2009 Event.
- I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.
- I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold harmless Festival Sports, Inc. dba The Volleyball Festival and its Sponsors and their respective officers, agents, representatives, and employees from any and all liability or costs including attorneys fees, associated with, arising from, or resulting from my participation in and/or receipt of instructions in connection with volleyball or related sporting activities at the 2009 Event.
- I agree and authorize Festival Sports, Inc. dba The Volleyball Festival to utilize my photograph or any likeness of me created from my participation in the Volleyball Festival, a USA Volleyball sanctioned event, without my knowledge or approval in advance of such use, and without financial or other compensation due to me.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND THAT I UNDERSTAND THE WORDS AND LANGUAGE IN IT. I HAVE BEEN ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AND/OR RECEIVING INSTRUCTIONS IN CONNECTION WITH VOLLEYBALL OR RELATED SPORTING ACTIVITIES AT THE 2009 EVENT. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICT OF LAWS PROVISIONS. IT IS AGREED THE VENUE FOR ANY DISPUTE WILL BE IN A COURT OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS.

_____ _____
Signature (Parent or Guardian if under 18 years old) **Date**

PLEASE USE INK AND PRINT LEGIBLY BELOW

_____ _____ _____
Home Street Address **City, State** **Zip Code**

_____ _____ _____
Phone (Home) **Phone (Cell)** **Email Address**

INSTRUCTIONS

1. **Retain a copy of this Waiver Form**
2. **Keep the copy in possession of the Team Coach or Team Chaperone so it can be referred to upon request**
3. **Mail *ORIGINAL* Waiver Form *AND* a copy of your USAV Medical Form by *May 1* to:**

The Volleyball Festival
19855 Southwest Fwy., Ste. 220
Sugar Land, TX 77479

DEADLINE: MAY 1