



BRAMPTON VOLLEYBALL LEAGUE ADULT PARTICIPANT WAIVER, RELEASE AND ASSUMPTION OF RISK

WARNING: BY ACCEPTING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ IT CAREFULLY.

In consideration of being permitted to participate in volleyball programs, games, tournaments, practices, drop-ins, events and other activities organized, operated or sanctioned by the Brampton Volleyball League ("BVL"), I acknowledge and agree as follows:

1. ASSUMPTION OF RISK. I understand that participation in volleyball and related activities involves inherent risks, dangers and hazards that may result in injury, illness, property damage, permanent disability or, in rare circumstances, death.

These risks include, but are not limited to, running, jumping, diving and landing; slips, trips and falls; collisions or contact with other participants, volleyballs, nets, poles, walls or other equipment; uneven, wet, slippery or sandy playing surfaces; equipment or facility conditions; fatigue, dehydration, heat, weather and air-quality conditions; the actions or errors of other participants or officials; and exposure to communicable or infectious diseases.

Possible injuries include sprains, strains, fractures, dislocations, cuts, bruises, dental or eye injuries, concussions and other head, neck or spinal injuries. I freely and voluntarily accept and assume these risks.

2. PARTICIPANT RESPONSIBILITY. I am responsible for determining whether I am physically and medically able to participate safely. I agree to follow BVL rules, policies and reasonable safety instructions and to conduct myself in a manner consistent with good sportsmanship and fair play. I will not knowingly participate while injured, ill, impaired or otherwise unable to participate safely.

3. WAIVER AND RELEASE OF LIABILITY. I waive any claims that I have or may have in the future against the BVL and its directors, officers, convenors, members, volunteers, referees, officials, employees, agents, contractors and representatives, as well as the owners, operators and occupiers of facilities used for BVL activities (collectively, the "Releasees").

I release and discharge the Releasees from liability for injury, illness, death, property damage, loss or expense arising from or connected with my participation in BVL activities, including claims arising from negligence, breach of contract, breach of statutory duty or breach of any duty of care, including duties under Ontario's Occupiers' Liability Act, to the fullest extent permitted by law. I understand that this means I am giving up certain legal rights, including the right to sue the Releasees for claims covered by this Agreement.

4. INDEMNITY. I agree to indemnify and hold harmless the Releasees from claims, losses or expenses made by another person that result from my own negligent, reckless, intentional or unlawful conduct while participating in BVL activities.

5. EMERGENCY ASSISTANCE. If I am injured or become ill during a BVL activity and am unable to provide consent, I authorize reasonable first aid, emergency medical assistance and emergency transportation to be obtained on my behalf. I understand that I am responsible for any related costs not otherwise covered by insurance or another source.

6. MEDIA CONSENT. I consent to the BVL photographing or recording me during BVL activities. Any media created by or on behalf of the BVL is the property of the BVL and may be used for BVL-related promotional, social media, website or communication purposes without further approval or compensation.

7. BVL RULES AND CONDUCT. I agree to comply with applicable BVL rules, policies, codes of conduct and facility requirements. I understand that unsafe, abusive or unsportsmanlike conduct or failure to comply with BVL requirements may result in discipline, suspension or removal from BVL activities.

8. TERM AND ACKNOWLEDGEMENT. This Agreement applies to my participation in all BVL activities for twelve (12) months from the date I accept it, unless I accept a newer version before that time.

By signing this Agreement, I confirm that I am at least 18 years of age; I have read and understand this Agreement; I understand that participation in volleyball involves risks of serious injury; I understand that I am waiving certain legal rights, including certain claims arising from negligence; I have had the opportunity to ask questions or seek independent advice; and I am accepting this Agreement voluntarily.

Participant Information and Signature

Indoor ☐ Outdoor ☐ Team Name:

Participant Full Legal Name

Full Address (including Postal Code)

Email Address / Phone Number

Signature

Date