

## 2022-23 MINDSET VOLLEYBALL CLUB MEDICAL RELEASE

Athlete's Name: \_\_\_\_\_

I, the undersigned, as the legal parent/guardian of the above named registrant do hereby consent to her participation in the Mindset Volleyball Club training, volleyball camps, club try outs and competitive club programs. I hereby acknowledge and understand that Mindset Volleyball Club is a privately run volleyball club. As a result, I, for my child and myself, our family, heirs, executors and administrators, do hereby waive, release and forever discharge Randy Satovitz, any and all sub contractors and / or coaches that may be under employment of the Mindset Volleyball Club from any and all liability, claims, demands or actions arising out of, resulting from or related to any loss, personal injury, accident or illness (including death), and property damage or loss that may be sustained or occur during my child's participation in, or attendance at any Mindset Volleyball Club program.

I acknowledge that the safety and well being of each participant is of paramount importance to the staff of the Mindset Volleyball Club. Although the Club has taken reasonable steps to provide my child with the appropriate equipment and/or skilled staff, I recognize that there are significant risks inherent in participating. I also acknowledge that certain risks cannot be eliminated without destroying the unique character of the program. I understand the program will take place in a dynamic environment and may expose the participants to certain risks. I acknowledge that the following describes some BUT NOT ALL of those risks: risks of personal injury, accidents and/or illness including sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spine injuries, allergic reaction, shock, paralysis or death. I understand the description of these risks is not complete and the unknown or unanticipated may occur during the participation. Despite all of these risks, I elect to have my child participate in the program. My child's participation in the program is purely voluntary. No one is forcing my child to participate.

I, for my child and myself, our family, heirs, executors and administrators, hereby agree to waive, release and discharge Mindset Volleyball Club, its owners, members, managers, employees, staff, agents and representatives (each, a "Released Party") from any and all claims, losses or causes of action including, but not limited to, personal injury or property damage arising out of my child's participation in, or attendance at, any and all Mindset Volleyball Club programs, whether such injury or damage was caused by negligence or any other cause. Further, I, for my child and myself, our family, heirs, executors and administrators, hereby agree to indemnify and hold harmless each Released Party from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought as a result of my child's involvement in the program and to reimburse each of them for any such expenses so incurred.

I represent and warrant that my child is covered by medical insurance pursuant to the medical coverage set forth on my child's application. Further, I represent that my child is in good health and there are no special problems associated with his/her care. I authorize any Released Party to provide any necessary immediate first aid in the event that my child is injured. I authorize any Released Party and/or its authorized personnel to call for medical care for my child or to transport my child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I authorize the physician or medical personnel selected to provide the treatment deemed necessary by them. I agree that upon my child's transport to any medical facility or hospital, the Released Party shall not have any further responsibility for my child. Further, I agree to pay all costs associated with such medical care and related transportation provided to my child and shall indemnify and hold harmless the Released Party for any costs incurred therein or any claims arising wherefrom.

I expressly agree that this Waiver, Assumption of Risk and Release is intended to be as broad and inclusive as is permitted by law and that if any portion hereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full force and effect.

I have read this Waiver, Assumption of Risk and Release and fully understand its terms and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and I intend by my signature to the complete and unconditional release of all liability to the greatest extent allowed by law. I hereby state that I am the parent or guardian of the child whose name and signature appears above.

Parent Printed Name \_\_\_\_\_

Parent Emergency contact phone number(s) \_\_\_\_\_

Parent Signature \_\_\_\_\_

Today's Date \_\_\_\_\_