

WEST COAST IMPACT ATHLETIC LEAGUE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. READ IT CAREFULLY BEFORE SIGNING.

This Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnification Agreement (the “Agreement”) is entered into in favor of the West Coast Impact Athletic League (WCIAL), a non-profit organization. The term “Releasees” shall include WCIAL and all of its respective officers, directors, board members, employees, agents, coaches, assistant coaches, volunteers, referees, officials, trainers, team managers, sponsors, advertisers, owners and lessors of premises used for activities, and any other representatives. This Agreement relates to participation in any and all athletic activities (including volleyball and basketball) organized, sponsored, or affiliated with WCIAL (the “Activities”).

1. PARTICIPANT INFORMATION

Participant Full Name: _____

Date of Birth: _____

Address: _____

City, State, ZIP: _____

Primary Phone: _____

Email: _____

Team Name: _____

Season/Year: _____

2. ACKNOWLEDGMENT OF INHERENT RISKS

I, the undersigned Participant and/or Parent/Guardian, understand and acknowledge that the athletic activities offered by WCIAL, including volleyball and basketball, are strenuous and physically demanding, with inherent dangers and risks that cannot be eliminated, regardless of the care taken to avoid injuries. I acknowledge that participation in the Activities exposes the Participant to a high risk of property damage and personal injury. These inherent risks include, but are not limited to:

- **Musculoskeletal Injuries:** Sprains, strains, muscle tears, fractures, and dislocations to any part of the body, including fingers, wrists, elbows, shoulders, back, hips, knees, and ankles.
- **Head and Neck Injuries:** Concussions, traumatic brain injuries, neck fractures, and other spinal injuries which can lead to severe and permanent neurological damage.
- **Joint and Ligament Injuries:** Injuries to ligaments (such as ACL, MCL, PCL), tendons, and cartilage, which may require surgery and result in chronic pain or instability.
- **Surface and Collision Injuries:** Cuts, abrasions, lacerations, bruises, and contusions resulting from contact with the ball, the floor, walls, net posts, other equipment, or other players.
- **Overuse and Repetitive Motion Injuries:** Conditions such as tendonitis, bursitis, and stress fractures resulting from the repetitive nature of training and playing.

- **Environmental and Health Risks:** Heat-related illnesses (heat exhaustion, heatstroke), dehydration, and other conditions related to physical exertion.
- **Catastrophic Injuries:** The risk of serious and catastrophic injury, including but not limited to PERMANENT DISABILITY, PARALYSIS, AND DEATH.
- **Negligence-Related Risks:** I further acknowledge that these risks may arise from the Participant's own actions or inactions, the actions or inactions of other participants, or the ORDINARY NEGLIGENCE of the Releasees, including but not limited to risks arising from improper supervision, negligent instruction, failure to warn of a dangerous condition, or inadequate training facilities or equipment.

3. ASSUMPTION OF ALL RISKS

IN FULL ACKNOWLEDGMENT OF THE FOREGOING, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, associated with participation in any and all WCIAL athletic Activities. This includes, but is not limited to, participation in tryouts, practices, games, tournaments, scrimmages, training sessions, conditioning, travel to and from events, and any other related functions or activities sponsored by or associated with WCIAL. I assume full responsibility for my (or my minor child's) participation.

4. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration for being permitted to participate in the Activities, I, for myself, and on behalf of my spouse, children, heirs, assigns, personal representatives, and estate, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the RELEASEES from any and all liability, claims, demands, losses, damages, or causes of action of any kind, which I or my minor child may have or that may hereafter accrue on my or their behalf, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or to any property belonging to me or them.

THIS RELEASE AND WAIVER EXTENDS TO ALL CLAIMS WHETHER ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE, including but not limited to claims arising from negligent instruction, negligent supervision, and the negligent maintenance or operation of facilities or equipment used for the Activities, **TO THE FULLEST EXTENT PERMITTED BY LAW.**

This release does not extend to claims arising from the gross negligence, willful or wanton misconduct, recklessness, or intentional torts of the Releasees.

5. INDEMNIFICATION AGREEMENT

I further agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the RELEASEES from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, brought as a result of my or my minor child's involvement in the Activities, and to reimburse them for any such expenses incurred. This indemnification obligation shall apply to any claim asserted by me, my minor child, or any other person on our behalf, except to the extent a claim is finally and judicially determined to have been caused by the gross negligence or willful misconduct of the Releasees.

6. COMMUNICABLE DISEASE / ILLNESS RISK

I acknowledge that participation in the Activities includes possible exposure to and illness from infectious and communicable diseases including, but not limited to, MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death exists. I knowingly and freely **ASSUME ALL SUCH RISKS**, both known and unknown, and assume full responsibility for my participation. I willingly agree to comply with all stated health and safety protocols required by WCIAL. I, for myself and on

behalf of my heirs, hereby release and hold harmless the Releasees with respect to any and all illness, disability, or death arising from or related to a communicable disease, **TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. MEDICAL AUTHORIZATION AND RESPONSIBILITY

In the event of an emergency, I authorize WCIAL and its representatives to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for the immediate care of the Participant. I agree that I will be financially responsible for all costs and expenses incurred in connection with such medical treatment.

8. TRANSPORTATION RISK

I acknowledge and understand that travel to and from WCIAL practices, games, tournaments, and other events is an integral part of participation. I assume all risks associated with such transportation, whether provided by WCIAL, its representatives, other parents, or myself. I hereby release and hold harmless the Releasees from any and all claims or liability arising from any transportation-related incident.

9. PERSONAL PROPERTY

I understand and agree that WCIAL is not responsible or liable for the loss, theft, or damage to any personal property, including athletic equipment, brought to or used during the Activities.

10. PHOTO, VIDEO, AND MEDIA RELEASE

I hereby grant WCIAL permission to use the Participant's name, image, likeness, voice, and photographs, video, or other digital media ("Photos") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all Photos will become the property of WCIAL and will not be returned.

11. CODE OF CONDUCT / COMPLIANCE AGREEMENT

I agree that the Participant will abide by all rules, regulations, and codes of conduct established by WCIAL, its coaching staff, and any governing bodies (e.g., USA Volleyball, USA Basketball). I understand that any violation of these rules may result in disciplinary action, including suspension or removal from the Activities, without refund of any fees paid.

12. PARENT/GUARDIAN CONSENT, ASSUMPTION OF RISK, AND INDEMNIFICATION (FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

I, the undersigned parent or legal guardian of the minor Participant named above, hereby certify that I have legal responsibility for the Participant and:

- a. I have read this entire Agreement and have fully explained its provisions to the minor Participant.
- b. I represent that the minor Participant understands and accepts all the risks associated with participation in the Activities.
- c. I give my consent for the minor Participant to participate in all Activities and I, on behalf of the minor, assume all risks inherent in such participation.
- d. I, for myself, my spouse, the minor Participant, and on behalf of our heirs, assigns, and next of kin, **HEREBY RELEASE, WAIVE, AND HOLD HARMLESS** the RELEASEES from any and all liabilities incident to the minor Participant's involvement in the Activities as provided above, **EVEN IF ARISING FROM THEIR ORDINARY NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
- e. I agree to the **INDEMNIFICATION** provisions in Section 5 above on behalf of myself and the minor Participant. I agree to indemnify the Releasees for any claims brought by or on behalf of the minor, even after

the minor reaches the age of majority. I understand that while a minor may have certain rights that survive their reaching the age of majority, I am contractually agreeing to indemnify the Releasees for any claims the minor may bring.

13. ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

14. SEVERABILITY

I agree that if any portion of this Agreement is found to be void or unenforceable for any reason, the remaining portions shall remain in full force and effect.

15. ENTIRE AGREEMENT & MODIFICATION

This document constitutes the entire agreement between the parties and supersedes all prior communications. This Agreement may not be modified or amended except in a written document signed by all parties.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SIGNATURES

Execute this Agreement only after you have read it completely and understand its terms.

For Participants 18 Years of Age or Older:

Printed Name of Participant: _____

Signature of Participant: _____

Date: _____

For Participants Under 18 Years of Age (Parent/Guardian Signature Required):

Printed Name of Minor Participant: _____

Printed Name of Parent/Guardian #1: _____

Relationship to Participant: _____

Signature of Parent/Guardian #1: _____

Date: _____

Printed Name of Parent/Guardian #2 (Optional): _____

Relationship to Participant: _____

Signature of Parent/Guardian #2: _____

Date: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____

Relationship to Participant: _____

Emergency Phone Number: _____