

SPIKES™ LLC & the JumpStart® Volleyball Academy Adult Waiver and Release

There are certain inherent risks associated with participating in sports, either as an athlete or spectator, which cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, infection, contracting a virus or disease, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death.

COVID-19 is extremely contagious and is reported to be spread through the air, from touching contaminated surfaces and from person-to-person contact. There is no known treatment, cure, or vaccine for COVID-19, which can cause severe illness and death. Federal, state and/or local governments have recommended and/or require precautions, including, but not limited to, social distancing and wearing face coverings, to lessen the spread of this virus. Please contact the Centers for Disease Control (the CDC), your state and/or local governments for the most up-to-date information and guidance.

ASSUMPTION OF RISK / WAIVER OF LIABILITY / RELEASE / INDEMNIFICATION

By participating, registering or attending one or more of Spikes™ LLC & the JumpStart® Volleyball Academy practice, clinic, camp, event and tournament including one or more of the Spikes™ LLC Colorado Series Tournament as a participant, coach, volunteer, spectator, referee, vendor or in any other capacity, I KNOWINGLY AND FREELY ASSUME ALL RISKS related to my participation and/or attendance, including, but not limited to, the risks of my being physically injured and the risks of my being exposed to and/or contracting COVID-19.

I also AGREE to forever RELEASE and WAIVE ANY LIABILITY of SPIKES™ & the JUMPSTART® VOLLEYBALL ACADEMY, AND/OR ANY OF THEIR AFFILIATES, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS (“**RELEASEES**”) for: my being physically injured, becoming disabled, contracting any illness (including, but not limited to, Covid-19), death or any other loss or damage to my person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERS, to the fullest extent permitted by law. I understand that I am giving up my right to bring any claims including for personal injuries, death, disease, damages, property losses, or any other loss, including but not limited to claims of negligence, whether known or unknown, foreseen or unforeseen against **RELEASEES**.

I further AGREE to protect, defend, indemnify and hold harmless **RELEASEES** from any claims arising from my being physically injured, becoming disabled, contracting any illness (including, but not limited to, Covid-19), death or any other loss or damage to my person or property and shall be liable to pay attorneys' fees and costs incurred by **RELEASEES** to defend such claims.

THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AGREEMENT ONLY AFTER A CAREFUL REVIEW OF ITS CONTENTS.

Participant, Registrant and/or Attendee:

PRINTED NAME: _____

SIGNATURE: _____

DATE SIGNED: _____

TELEPHONE: _____

EMAIL: _____