

## 23-24 USA Volleyball Use Agreement & Release of Liability

I, a prospective or current member of USA Volleyball ("USAV") and/or one of its Regional Volleyball Associations ("RVA"), agree to abide by and be bound by the applicable Bylaws, rules, regulations, Code of Conduct, competition rules of USAV, as well as the SafeSport rules, policies and procedures promulgated by the U.S. Center for SafeSport, ("Center") as they may be amended from time to time. I agree to be subject to the jurisdiction of the Center and agree that any sanctions imposed by the Center extend to my participation in all USA Volleyball events or activities, or events and activities of other NGBs, and may be posted publicly and include information regarding the misconduct involved.

I agree that I will abide by the rules and guidelines regarding club affiliation as established by the RVA in which I am applying for membership.

I certify that I am in good health and in proper condition to participate in USAV and/or RVA sanctioned activities, and not have any mental or physical conditions, illnesses or impairments which would preclude my safe participation in such activities. I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause any or all of the following: property damage, including loss or damage to personal property; serious injury (including athletic injuries such as broken bones, concussions, or other injuries); sickness and disease (including communicable diseases and viruses (including COVID-19 or bacteria); trauma; pain & suffering; permanent disability; exposure to extreme conditions and circumstances; exposure to communicable diseases (including COVID-19); accidents involving other participants; contact or collision with other participants, playing surfaces, balls or other natural or manmade objects; and, paralysis and death. I consent to myself, or my Minor Athlete, being treated by Athletic Trainers and Medical Personnel assigned to USAV Nationals and Qualifying events. I understand I can withdraw consent at any time.

With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEYBALL EVENT. I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims or liabilities for death, exposure to disease, personal injury or damages of any kind, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW, which arise out of or relate to my traveling to and from or my participation in any volleyball event, THE FOLLOWING PERSONS OR ENTITIES: USAV and its RVAs, tournament directors, sponsors, and the officers, directors, employees, representatives, and agents of any of the above; b) I AGREE NOT TO SUE any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I hereby agree to be filmed, video, audio, digitally recorded and photographed, and to have my name, image, picture, likeness, voice and biographical information otherwise recorded, in any and all forms of media now existing or hereafter developed (the "Media"), during USAV and/or RVA sanctioned events, by USAV/RVA's authorized representative, under the conditions specified by the USAV/RVA (the "Footage").

I hereby grant USAV/RVA, with no financial or other compensation due to me, full right and license to use, and to authorize third parties to use, in all Media, the Footage for:

1. News and information purposes
2. Promotion of the specific competition(s) in which I compete or other USAV/RVA-sanctioned events

3. Promotion of the sport
4. Promotion of USAV or RVA, or both
5. The promotion of players for recruiting or scouting purposes
6. For education purposes, provided that, in no event may USAV/RVA use or authorize the use of the Footage in any manner that would directly imply my endorsement of any company, product, or service, without my written permission.

The current FIVB Sports Regulations stipulate that the Federation that is the first issue to a national license for the player is considered to be the player's Federation of Origin regardless of the player's citizenship. The current FIVB interpretation of "issue a national license" means registering with the Federation (in our case, USA Volleyball). Therefore, please be advised that if you register with USA Volleyball, and subsequently desire to represent another country in an international competition, you may be subject to the FIVB regulations regarding "Change of Federation of Origin," which includes the payment of significant fees to the FIVB and review and approval of such application by the FIVB.

I acknowledge that limited memberships are not eligible for refund of USAV national registration fees. Refund requests for full memberships must be processed by the RVA of registration for the membership and will not be considered if more than 45 days after membership purchase. Chargeback payments will result in membership suspension until funds are recovered by USAV.

I hereby certify that the information provided herein is being done directly by myself or by me, as the legal guardian representing a minor, and that is true and accurate to the best of my knowledge. I also understand and agree that incomplete or false information is grounds for denial of membership.

If applicant is under 18, I hereby bind myself, the minor and all other assigns to the terms of the Agreement and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Agreement and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Agreement and Release. I fully consent to my child's participation in USAV/RVA events.

Applicant Signature

Date

Print Name

Parent/Guardian Signature

Date

(On Behalf of Minor Applicant) Print Name