



Waiver & Release of Liability

FACILITIES, INDIVIDUALS AND ORGANIZATIONS NAMED IN AGREEMENT:
KAREN KOZACHECK, STEPHEN SZEVERY, EMPLOYEES OR OFFICERS OF THE CLUB, AND
EMPLOYEES OR OFFICERS OF ANY FACILITIES THAT ARE USED FOR PARTICIPATION IN ANY
PRACTICE, CAMP, CLINIC, OPEN GYM, TOURNAMENT, OR OTHER ACTIVITY INVOLVING
K-ELITES VOLLEYBALL CLUB.

K-ELITES VOLLEYBALL CLUB, 6727 Langley Avenue, Affton, MO 63123
CENTER ST. LOUIS, LLC, 6727 Langley Avenue, Affton, MO 63123
VELO/OUTPUT FITNESS, 6727 Langley Avenue, Affton, MO 63123
WAVE TACO 1335 Convention Plaza St. Louis, MO 63103

IN CONSIDERATION of being permitted to participate in any activity organized by, operated by, or participated in with K-Elites Volleyball Club at above listed facilities or any other facility or location we may utilize, I, for myself, for my attorneys-in-fact, agents, heirs, and next of kin:

ACKNOWLEDGE, agree, and understand the nature of the activities organized by, operated by, or participated in with K-Elites Volleyball Club at these facilities require that I be in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time my health or physical condition should change, or if I believe the activities or conditions to be unsafe, I will immediately discontinue further participation in the activities and take whatever action is necessary to ensure my health and safety

I further UNDERSTAND AND ACKNOWLEDGE that my participation in these activities involves the risk and danger of serious bodily injury to me including permanent disability, paralysis, and even death. I also understand that injury to me may occur accidentally or may be caused by my own actions, inaction, inattention or negligence, or the actions, inaction, inattention or negligence of other participants or non-participants. I am aware that there may be damages or economic losses, even those not known to me nor readily foreseeable at this time, which I may incur as a result of my participation in these activities.

With FULL KNOWLEDGE AND UNDERSTANDING of the risks involved in my participation in the activities organized by, operated by, or participated in with K-Elites Volleyball Club at the facilities listed in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I hereby RELEASE, DISCHARGE, and COVENANT NOT TO SUE K-Elites Volleyball Club, Karen Kozacheck, Stephen Szevery, and any of the facilities listed in this agreement, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, from all liability, claims, demands, losses or damages which I may sustain or incur as a result of my participation in or attendance at any activity covered by this Agreement, and I fully accept and assume all such risks and all responsibility for any and all of my injuries, losses, costs and damages. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including but not limited to, negligence.

I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against K-Elites Volleyball Club, Karen Kozacheck, Stephen Szevery, or any of the facilities or Individuals covered in this agreement. I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS K-Elites Volleyball Club, Karen Kozacheck, Stephen Szevery, and any facility or individuals from all litigation expenses, attorney fees, loss,

liability, damage, or costs which K-Elites Volleyball Club, Karen Kozacheck, Stephen Szevery or any facility or individual may incur as the result of such a claim.

MINOR RELEASE (For Participants under age of 18):

I am the parent or legal guardian of the above minor participant, and I am aware of and hereby acknowledge the risks outlined above in this Release. I hereby consent to the attendance and participation of said minor in the activities organized by, operated by, or entered for participation in by K-Elites Volleyball Club at the above named facilities or other facilities that may be utilized. Furthermore, on behalf of myself and said minor, I accept all of the terms of this Release and waiver of Liability, Assumption of Risk and Indemnity Agreement as it applies to K-Elites Volleyball Club, Karen Kozacheck, Stephen Szevery, the above named facilities, or other facilities that may be utilized.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people K-Elites Volleyball Club (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, facilities, facilities’ staff, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PHYSICALLY OR ELECTRONICALLY SIGNING IT (AGREEING TO IT) AND HAVE AGREED TO IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

By signing below, spectators also acknowledge that you are NOT showing symptoms and you or anyone in your household is not displaying any COVID-19 symptoms or have tested positive for COVID-19 or have come in close contact with anyone who has tested positive. Symptoms such as: Fever of 100.4 or higher, Cough, Sore Throat, Difficulty breathing or shortness of breath, Head or muscle aches, Chills, New loss of taste or smell.

Full Name of Child (PRINTED) _____

Signature of Parent or Legal Guardian _____ Date _____