

**DURHAM REGION VOLLEYBALL LEAGUE div. ARROYO VOLLEYBALL INTERNATIONAL  
ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM**

WHEREAS the undersigned desires to attend at and participate in the "DURHAM Region Volleyball League div. ARROYO Volleyball International" (DRV/AVI) [Durham Region, Ontario] and represents and warrants that your child is in good health and physical condition. In consideration of the opportunity to participate in DRV/AVI, my child, \_\_\_\_\_, for herself and her heirs, personal representatives, estate, insurers and assigns, HEREBY:

1. acknowledge and understand that participation in DRV/AVI involves certain risks and dangers of accidents, serious personal and bodily injury. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks;
2. fully and forever release and discharge DRV/AVI and the Executive (collectively, the "Released Parties") from any and all losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, lawsuits, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in and attendance at the DRV/AVI, including, without limitation, transportation related to the DRV/AVI;
3. agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, whether by negligence or otherwise, in connection with my participation in and attendance at the DRV/AVI, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, or injury that I may experience related to the DRV/AVI including, without limitation, transportation related to the DRV/AVI;
4. waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;
5. agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with my participation in DRV/AVI, including, without limitation, transportation related to the DRV/AVI. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I suffer;
6. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the DRV/AVI. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the DRV/AVI;
7. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release and Waiver supersedes any oral or written statements made by or to me in connection with the DRV/AVI. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason;
8. give and grant perpetually to the Released Parties and their respective affiliates, licensees, employees and agents, exclusively, the irrevocable right (including, without limitation, all now and hereafter existing common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known) in and to my services, my performance and the materials created in connection with all photographs or video footage of me produced or caused to be produced by the Released Parties in connection with my participation in DRV/AVI (collectively, the "Photographs") and in and to the results and proceeds of such services, including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription, tape or other recording process whether now known or hereafter developed) any and all of the Photographs or other material produced, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge that I shall not have or claim to have any right, title or interest in or to the Photographs or other material produced hereunder;
9. further agree that this document is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE THAT IN SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Player's Name: \_\_\_\_\_  
Team Name/#: \_\_\_\_\_ Signature: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_