

Huntsville Volleyball Academy

Waiver, Policy and Participation Agreement

Hold Harmless, Release of Liability, Indemnity and Assumption of the Risk:

Huntsville Volleyball Academy LLC (HVA) undertakes the responsibility to provide you/your child with volleyball skills and athletic training, and other related services (Program). By signing below, you acknowledge and agree to the following: You represent that you/your child is physically fit to participate in HVA's Program, and that prior to participation you have consulted with a physician regarding any limitations or medical risks that you/your child may have in relation to the Program and certify that you/your child are free from such limitations and medical risks. You further understand and agree that HVA's Program involves physical exertion and strenuous physical activity by the participant, which entails certain risks, serious bodily injury and/or death may occur. For example, physical contact with other participants, equipment or surfaces may occur during participation in the Program. With full knowledge of the risks of serious bodily injury and/or death, you acknowledge that you/your child voluntarily chooses to participate in HVA's Program and (i) hereby forever release, covenant not to sue, discharge and waive all liability on behalf of HVA's Program, its employees, executives, agents, affiliates, owners, subsidiaries, partners, sponsors, owners and lessees of the premises, consultants, volunteers, and contractors (the Releasees) for any bodily injury of any kind, property damage or death, suffered by you/your child as a result of your participation in HVA's Program, regardless of whether such bodily injury or death was due to negligence of any kind committed by HVA or the Releasees or otherwise (ii) agree to indemnify and hold harmless HVA and the Releasees from any loss, liability or cost they may incur arising out of or related to you/your child's participation in HVA's Program, and (iii) assume full responsibility for any bodily injury, death or property damage arising out of or related to you/your child's participation in the HVA's Program. Notwithstanding your agreement not to sue HVA and the Releasees, you agree that any legal proceedings of any kind, including those related to the enforceability of this waiver, shall take place in Madison County, Alabama. You certify that you have read the foregoing and understand that by signing below, are giving up certain legal rights and remedies and intend that your signature be a complete and unconditional release of all liability on behalf of HVA and the Releasees to the greatest extent permitted by law.

Consent to Medical Treatment:

By signing below, you acknowledge and agree that in the event your child is injured or becomes ill in Program activities, and if you are not present to make medical decisions, you hereby authorize HVA, its staff, volunteers including volunteer parent participants, coaches, and assistant coaches to arrange for and consent on your behalf to emergency medical and dental care and treatment including tests and radiological exams, surgery, hospital care and treatment, and consent to medications for pain and other conditions as prescribed by medical personnel attending your child.

Pandemic Situations:

By signing below, you acknowledge and agree that HVA may conduct practices and other Program related events despite health guidelines from the Center for Disease Control (CDC), Health Department, State Government and Federal Government. You acknowledge you/your child is not required to participate in HVA's Program activities or services. You acknowledge that you/your child are participating by your own free will. You acknowledge that you/your child is physically fit to participate in the HVA's Program. Participation at HVA is at the sole discretion of you, the parent. You acknowledge that HVA may follow health recommendations set by public health officials to help prevent the spread of the coronavirus. Your signature below indicates you acknowledge that in the event you/your child does get sick you will not hold HVA responsible and that you assumed all risk of attending HVA's Program events and activities.

Media Release Policy Agreement:

HVA owns or may own and operate several social media accounts including but not limited to Instagram, Facebook, website, etc. HVA may develop, participate in, or be the subject of media based productions and events which highlight various educational activities, training, classes, workouts, games, etc. throughout the year. These media based productions are of two types. Those produced by HVA's owners, staff, agents, assistants, workers and the like and then those taken by commercial media outlets. HVA, its owner(s), staff, assistants, workers, agents etc. may create photographs of Program participants and activities, slide or tape presentation, video tape of athletic practices, training sessions and athletic events, computer generated presentations which may incorporate scanned pictures, jpeg files, and video clips, computer based productions transmitted via the internet and telecommunications. These media based productions may be used by HVA for promotional, recruitment, teaching and instruction, and various other purposes for the growth and promotion of HVA and its athletes. These media based productions may be used on HVA's social media outlets, website, newspapers, news media outlets, printed media, television, and radio media outlets. This Media Release Policy Agreement allows you/your child to be involved in any media related activities. This may include work or pictures that are published on the Internet, in the media, social media or in newspapers. However, HVA has no control of work or pictures that are published on the Internet except for their website, in the media or in any newspaper. Your signature below indicates receipt of the Media Release Policy and that your permission is granted for your child's picture/work to be featured in HVA media.

Inclement Weather Policy:

In the event of inclement weather that could affect HVA Program events (including but not limited to practices, scrimmages, tournaments, etc.), HVA will generally follow Madison County School Closing decisions. HVA will post event closings, delays and cancellations on the HVA social media and/or website, as well as send an email and/or other mass communication to each player's parents.

Force Majeure:

In no event shall HVA be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and pandemics; it being understood that HVA shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances. In an event of force majeure, including but not limited to those listed above, that requires HVA to cancel scheduled events and activities, they may do so without any obligation to refund any portion of player fees already paid.

Policy Changes:

By signing below, you acknowledge that HVA reserves the right to change the policies and terms of these agreements at any time. Any changes will be emailed to each player's parents.

Participant's Name: _____

Participant's Signature: _____

Date: _____

If the HVA Program Participant is under 18 years of age:

Parent/Legal Guardian's Name: _____

Parent/Legal Guardian's Signature: _____

Date: _____