



**BEACH VOLLEYBALL POOL PLAY & CHARITY CHAMPIONSHIP
WAIVER AND RELEASE FORM**

Participant's Name (Print): _____ Date: _____

I execute this Beach Volleyball Pool Play & Charity Championship Waiver and Release Form (the "**Waiver**") with the Rotary Club of Windsor (1918) (the "**Club**"), for the privilege to participate in the Beach Volleyball Pool Play & Charity Championship Events (the "**Events**"), based on the following terms and conditions:

1. Waiver, Release, and Indemnity of and from all Claims (Including Negligence)

In consideration of my participation in (which includes as a participant, competitor, spectator, or otherwise), and the Club permitting me to participate in, the Events, and in consideration of the sum of \$1.00 paid by the undersigned to the Club, with the receipt and sufficiency of the said consideration being expressly acknowledged by both the Club and the undersigned, I the undersigned, on behalf of myself and my executors, administrators, heirs, next of kin, and/or successors and assigns:

- (a) WAIVE, RELEASE, AND DISCHARGE the Club and its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action (including, but not limited to negligence), damages or suits, at law and/or in equity, of whatsoever kind, including, but not limited to claims for personal injury, property damage, and medical expenses, on account of or in any way related to my attendance and/or participation at the Events; and
- (b) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO COMMENCE ANY CLAIMS AGAINST the entities or persons mentioned in subparagraph (a) above from any and all liabilities or claims made as a result of my attendance and/or participation in the Events, whether caused by negligence or otherwise, and will reimburse the Club for any and all costs, including lawyers' fees for the Club defending itself and/or securing the indemnity hereunder.

This Waiver and Release is intended to and does release the Club from any and all liability with respect to my attendance and/or participation in the Events, including, but not limited to, any and all liability for damages or injuries on account of my own negligence, the negligence of third parties, and any alleged negligence on the part of the Club, including, but not limited to, the alleged negligence of the Club with respect to maintenance and upkeep of the property and/or equipment used for the Events, the training of Club staff and/or volunteers, and/or supervision.

Signature
of Participant
or Legal Guardian: _____

2. Assumption of Risk

I understand there are inherent **risks, hazards, and dangers** in participating in a program of strenuous exercise including the possibility of serious personal injury, death, property damage or other loss resulting therefrom. **I the undersigned hereby expressly agree to assume any and all of the risks associated with attendance at and/or participation in the Events.**

I expressly acknowledge and understand that I have voluntarily chosen to participate in the Events (including the use of the premises and any equipment provided by the Club for the Events) entirely at my own risk, and accept full responsibility for my level of participation in and use of equipment in the Events by exercising my own judgment, based on my own experience and competence.

3. Health Certification

I certify that I am physically fit, have sufficiently prepared for participation in the Events, and have not been advised by a medical professional not to engage in the level of exercise required to participate in the Events. I further certify that there are no health-related reasons that I am aware of that would preclude me from participating in the Events.

4. General

While participating in the Events I acknowledge and agree as follows:

- (a) I will conduct myself in a responsible manner, and shall refrain from engaging in inappropriate conduct, including the use of loud, foul, boisterous language, or any intimidating or offensive conduct which would interfere with the peaceful enjoyment of the Events by others;
- (b) Any behavioural misconduct during the Events, as determined from time to time by the Club, in its absolute discretion, will result at a minimum result in the immediate removal from my participation in the Events;
- (c) I will comply with all notices, rules and/or regulations posted at the Events; and
- (d) I acknowledge and understand that any and all illegal drugs, over indulgence in alcoholic beverages or other regulated intoxicants, and/or criminal conduct are prohibited at the Events.

ACKNOWLEDGMENT

I have been provided with an opportunity to review the foregoing Waiver and to have the Waiver reviewed by legal counsel of my choosing, should I choose to do so, but which I may also expressly declined to do. I have read the Waiver and understand that by signing the Waiver I have consented to be bound by its terms, including the waiver/release of any legal right I and/or my legal representative and/or heirs may have to commence an action against the Club for any injuries or damages I may sustain during the Events and my obligation(s) to reimburse the Club for any costs, including lawyers' fees the Club may incur should a claim or legal action be brought in violation of this Waiver.

I expressly acknowledge and agree that any violation of the foregoing Waiver and its terms and conditions, as determined by the Club, in its sole but reasonable discretion, shall void and terminate this Waiver, at which time I shall forfeit any and all amounts I may have paid on account of the Events.

Signature:

of Participant

or Legal Guardian: _____

Date: _____