

Waiver of Liability and Assumption of Risk Agreement – KM Volleyball – Summer of 2021

I, _____ (name of parent/guardian), am the parent/guardian of _____ (name of athlete) (hereafter referred to as “Child”). **In order for my Child to be allowed to participate in KM Volleyball open gyms, practices, and events** (hereafter referred to as “KM Volleyball Activities”), **I hereby acknowledge and agree to the following:**

INFORMED CONSENT. I recognize and understand that participating in KM Volleyball Activities has inherent risks, including the risk of sickness, physical injury, and death. I understand and am aware that during KM Volleyball Activities certain risks and dangers may arise, including but not limited to, the exposure to and contraction of a disease or illness such as COVID-19 from other athletes or people, from the instructor, or from surfaces in the area or equipment. I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from participating in KM Volleyball Activities and understand that my Child may be at risk of being exposed to and contracting illnesses or diseases such as COVID-19 during KM Volleyball Activities, and that if infected there is a good chance that myself, my family, and other people that come in contact with my Child may also be at risk. I understand that these risks will exist even with careful planning and adequate precautions. Knowing the inherent risks and dangers involved, I hereby grant permission for my Child to participate in KM Volleyball Activities.

ASSUMPTION OF RISK. I understand and am aware that there are potential dangers incidental to my Child’s participation in KM Volleyball Activities, some of which may be dangerous and which may expose my Child to the risk of personal injuries, disease or illness, and even death. I understand that there are potential risks as a consequence of being a part of this program. **My Child and I knowingly and voluntarily assume all risks of injury, disease or illness, and death, both known and unknown, that may result from my Child’s participation in KM Volleyball Activities and I assume full responsibility for my Child’s participation in KM Volleyball Activities.**

RELEASE AND WAIVER OF LIABILITY. In order for my Child to be allowed to participate in KM Volleyball Activities, on behalf of my Child, my personal representatives, heirs, executors, administrators, agents, and assigns, **I hereby voluntarily forever release, waive, discharge, and convent not to sue** any of KM Volleyball’s directors, coaches, agents, representatives, and volunteers (“Released Parties”), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, illness or disease, or death that I or my Child (or any person who may contract an illness or disease such as COVID-19, directly or indirectly, from myself or my Child) may suffer as a result of my Child’s participation in KM Volleyball Activities, **regardless of whether the injury, illness or disease, or death is caused by the Released Parties.**

CHOICE OF LAW. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota. I understand that I may seek legal counsel to fully explain the terms of this Agreement to me before I sign it.

SEVERABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I have read this Agreement carefully, I fully understand its terms, and I understand that I am giving up substantial rights. I agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. By Signing below, I knowingly and voluntarily accept the terms and conditions stated above.

Parent/Guardian-1 Date

Parent/Guardian-2 or other Witness (18 or older) Date