



**LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

**Participant Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

The undersigned, parent/guardian of the student named above (the “Participant”), in consideration for permitting the Participant to take part in the **SYKORA ACADEMY’S VOLLEYBALL PROGRAM** (the “Program”) offered at, but not affiliated with, the Alexander Dawson School at Rainbow Mountain, L.L.C. (the “School”) and other valuable consideration, the receipt and sufficiency of which I acknowledge, intending to be legally bound, KNOWINGLY AND VOLUNTARILY EXECUTE(S) THIS LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT on behalf of himself/herself and the Participant, a minor child, and his/her personal representatives, heirs, and next of kin, represents, covenants, and agrees as follows.

Acknowledgment and Assumption of Risk. Participation in the Program is strictly voluntary and involves the risk of serious injury or death. The Participant has voluntarily requested to participate in the Program. The undersigned and the Participant agree to read and abide by the rules and regulations of the Program. Risks from the Program include, but are not limited to: scrapes, blisters, bruises, jammed fingers, shin splints, pulled and strained muscles, joint sprains, stress fractures, broken bones, eye injuries and heat exhaustion.

1. The undersigned understands the risks, both known and unknown, associated with participation in the Program and on behalf of ourselves and the Participant, knowingly and freely assume all such risks and hazards and all other risks that may arise as a result of participation in the Program or the action, inaction, or negligence of other participants. Because activities in connection with the Program may be inherently dangerous and involve the risk of serious injury or death or property damage, I/we expressly agree that this Liability Waiver and Indemnification Agreement (this “Waiver”) is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada (the “State”).

2. Waiver and Release of Claims. On our own behalf and on behalf of the Participant, the undersigned hereby expressly waives, releases, discharges, and renounces any claims against the School, its trustees, directors, officers, employees, and agents (collectively, the “Releasees”), for any and all damages, actions, causes of action, liabilities, claims, and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which the undersigned may ever have, arising out of Participant’s participation in the Program, including traveling to and from Program activities, and whether or not such loss or injury is caused by the negligence of the Releasees or any of them.

3. Covenant Not to Sue. The undersigned hereby expressly agree, on our own behalf and on behalf of the Participant, that they shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the School arising out of Participant’s participation in the Program.

4. Indemnification. The undersigned hereby agree(s) to indemnify, defend (with counsel reasonably acceptable to the School), and hold harmless the School from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) the School may incur in connection with any

action, claim or dispute arising out of Participant's participation in the Program (including travel to and from Program activities), whether or not such claim is caused by the negligence of the Releasees or any of them.

5. Consent to Medical Treatment and Release. The undersigned hereby consents to the Participant receiving medical treatment which may be deemed advisable in the event of injury, accident, or illness during the Program. The School in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Participant may require during my participation in the Program.

6. Binding Effect. This Waiver shall bind and inure to the benefit of the undersigned, the Participant and his/her heirs, executors, administrators, legal representatives, successors and assigns.

7. Choice of Law; Jurisdiction and Venue. This Waiver shall be governed by, construed, and enforced in accordance with the laws of the State without regard to the State's conflict of laws principles. Participant submits to personal jurisdiction within the courts of the State. The exclusive venue for resolving disputes arising in connection with this Waiver shall be in state or federal court in the State.

8. No Modification or Revocation of Waiver; One Agreement. Any modification of this Waiver must be in writing and signed by the party to be bound by the modification. Neither the undersigned nor Participant may terminate or revoke this Waiver. This Waiver constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

9. Severability. The invalidity of any portion of this Waiver shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Waiver is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

10. Enforcement Costs and Attorneys' Fees. In the event that any costs and expenses (including reasonable attorneys' fees) are incurred to enforce any covenant contained in or defend against any claim waived or released in this Waiver, the undersigned will pay such costs and expenses.

*[Signatures Immediately Follow]*

**PARTICIPANT'S PARENT/GUARDIAN  
MUST READ AND SIGN BELOW**

This is to certify that I, as parent/guardian with legal responsibility for \_\_\_\_\_  
*[Participant's name]*  
(the "Participant"), HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS, AND THAT I HAVE  
GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT  
ANY INDUCEMENT.

\_\_\_\_\_  
Parent/Guardian (Please Print)      Signature      Date

\_\_\_\_\_  
Parent/Guardian (Please Print)      Signature      Date

Emergency Phone Number: \_\_\_\_\_

Important Medical Information about the Participant (allergies, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

