

Premier Volleyball Academy LLC

Participant Code of Conduct, Waiver, and Release of Liability

This form must be read and signed before the Premier Volleyball Academy member is allowed to take part in any training, competition, practice/warm-up sessions, and meeting or testing sessions.

Premier Volleyball Academy Code of Conduct

THE FOLLOWING ACTIONS ARE PROHIBITED:

1. Possession, consumption or distribution of alcohol and/or tobacco on Premier Volleyball Academy premises at any time.
2. Physical damage to any part of any facility or theft of items from any room, gym space or other person.
3. Possession of fireworks, ammunition, firearms, or other weapons or any item or material which by commonly accepted practices and principles would be a hazard or harmful to other persons at any time.
4. Any action considered to be an offense under Federal, State or local law ordinances.
5. Conduct which is inappropriate as determined by comparison to normally accepted behavior and also actions that will be detrimental to Premier Volleyball Academy LLC, participants, spectators or employees.
6. Physical or verbal intimidation of any individual.

Premier Volleyball Academy Disciplinary Policy

Minor misbehavior (e.g. not following facility rules or staff directions) will subject the violator to be declared ineligible for membership to Premier Volleyball Academy LLC for duration of time to be determined by the owner.

Major misbehavior (e.g. verbal or physical abuse of a child, sexual harassment, damage in or to the facility) may subject the violator to lifetime ineligibility at Premier volleyball Academy LLC.

Premier Volleyball Academy Waiver and Release of Liability

I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. **With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING IN, OFFICIATING IN, OR SPECTATING IN A VOLLEYBALL EVENT AT PREMIER VOLLEYBALL ACADEMY LOCATED AT 1630 MARKET PLACE DR, MAUMEE, OH 43537.**

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from or my participation in any event or activity held at Premier Volleyball Academy, **THE FOLLOWING PERSONS OR ENTITIES: Premier Volleyball Academy LLC** and its sponsors, officers, directors, employees, representatives, and agents of any of the above; b) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I hereby agree to be filmed, photographed, and to have my name, image, picture, or likeness recorded, in any media. I hereby grant Premier Volleyball Academy LLC, with no financial or other compensation due to me, full right and license to use this information.

In consideration of the rights and privileges granted to me by signing this membership form, I certify that

1. I have read and completed all sections of the Premier Volleyball Academy membership application; I understand that my membership with Premier Volleyball Academy LLC is in effect until September 1st, 2010.
2. I have read and understand Premier Volleyball Academy's code of Conduct, Disciplinary Policies, and Waiver and Release of Liability; I understand that the Codes of Conduct, Disciplinary Policies, and Waiver and Release of Liability apply to my conduct in all activities or events in which I participate in.
3. I (or my parent or legal guardian) am at least eighteen (18) years old;
4. I agree and consent to abide by the Premier Volleyball Academy's Code of Conduct, Disciplinary Policies and Waiver and Release of Liability set forth herein; I understand that, if I violate the Code of Conduct, I can be subject to a loss of membership with Premier.

Participant's printed name (regardless of age)

Participant's signature (regardless of age)

Date Signed

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The undersigned parent and natural guardian or legal guardian of the applicant (_____[minor's name]) executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release. I have also read and understand the Premier Volleyball Academy's Codes of Conduct (Above) and have reviewed the Codes with my child regarding the stipulated conditions and their ramification. I fully consent to my child's participation in Premier Volleyball Academy events and activities.

Parent/Guardian's printed name

Parent/Guardian's signature

Date Signed