

Assumption of Risk – Waiver of Liability – Indemnification Agreement

Newark Station VB, LLC (Newark Station VB, LLC America) is an organization located in Newark Ohio, which, through its outdoor events complex names ‘The Yard’ which includes 4 sand volleyball courts and other outdoor recreational activity space. This provides opportunities for youth and adults to participate in recreational play, leagues and tournaments.

While these and other benefits of volleyball are apparent, Newark Station VB, LLC feels it is important that the Newark Station VB, LLC **Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** understand that there are risks inherent in all physical activity including volleyball. While Newark Station VB, LLC takes great care to reduce the risks associated with volleyball participation, it is impossible to eliminate all risks, including the risk of injury. Some of the inherent risks of volleyball include trauma and stress (e.g., to bones, muscles and joints); falls on hard surfaces; being struck by fast moving balls; collisions (e.g., with other players, standards, obstructions, or walls); inflammation (e.g., in joints, muscles, tendons, etc.); weather-related risks (e.g., hot, humid weather; cold, inclement weather; lightning; high winds); over-exertion; participant failure to adhere to rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; playing surface faults (e.g., uneven, slick, wet); unexpected facility hazards or defects; errors in judgment by Newark Station VB, LLC personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

Newark Station VB, LLC feels that it is important that the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common, but do occur in volleyball. They include, but are not limited to, stress fractures: broken bones (e.g., fingers, arms, legs); concussions; torn tendons, ligaments, or cartilage; rotator cuff injuries; eye injuries; cuts, broken teeth; and internal injuries. Catastrophic injuries are very rare; but Newark Station VB, LLC feels that you should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

Termination of Service

The Operators may, in their sole discretion, change, suspend or discontinue any aspect of the Membership at any time with or without notice, including the availability of any Site features, or other events. The Operators may also restrict participation, or impose limits on certain features and services or restrict your access to parts of the Site, or the entire Site, with or without notice, and without liability, at any time, in the Operators’ exclusive discretion, without prejudice to any legal or equitable remedies available to the Operators, for any reason or purpose, including, but not limited to, conduct that the Operators believe violates these Terms of Service or other policies or guidelines posted on the Site or conduct which the Operators believe is harmful to other customers, to the Operators’ respective businesses, or to other information providers. Upon any termination of these Terms of Service, you shall immediately discontinue your use of the Site and destroy all materials obtained from it.

Assumption of Inherent Risks: I, the Newark Station VB, LLC Adult Participant or

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Newark Station VB, LLC Minor Participant (& Parent/Guardian) assert that I am familiar with the inherent risks of volleyball and have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. I understand that all activities of Newark Station VB, LLC include inherent risks that cannot be totally eliminated regardless of the care taken by Newark Station VB, LLC. I know, understand, and appreciate the types of injuries inherent in Newark Station VB, LLC activities. I, the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)**, hereby assert that **1) my participation is voluntary** and that **2) I knowingly assume all inherent risks of the activity**.

Waiver of Liability for Ordinary Negligence of Newark Station VB, LLC: In consideration of permission to participate in Newark Station VB, LLC activities, today and on all future dates, **I, the Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the **Releasing Parties**) **do hereby waive, release, covenant not to sue and discharge Newark Station VB, LLC** including their partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the **Protected Parties**) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the Protected Parties.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Newark Station VB, LLC activities including, but not limited to: league play, tournaments, camps, clinics, special events, recreational play, practice, and training/conditioning activities. It applies also while I am an observer or spectator and for my individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)**, also agree to hold harmless, defend, and indemnify Newark Station VB, LLC, A4 Ragtime Band LLC, A4 Ragtime Band Newark I LLC, Earthworks Coffee & Goods LLC and The Lofts at Newark Station LLC (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in Newark Station VB, LLC Activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I further agree to hold harmless, defend, and indemnify Newark Station VB, LLC against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in Newark Station VB, LLC activities.

Clarifying Clauses: I, the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** confirm:

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- This agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and Newark Station VB, LLC and that it cannot be modified or changed in any way by representations or statements by any agent or employee of Newark Station VB, LLC.
- The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that **if any portion thereof is held in OH**, it is agreed that the balance shall continue in full legal force and effect.
- If legal action is brought, either the state court serving Licking County, Ohio, or the United States District Court for the District of Ohio has the sole and exclusive **jurisdiction** and that only the **substantive laws** of the State of Ohio shall apply.

Acknowledgements to Promote Participant Safety:

Health Status. **The Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that Newark Station VB, LLC advises all participants to seek medical clearance prior to participation.
- Understands that it is the participant's duty to inform staff and cease participation immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. **The Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** affirms that he or she:

- Authorizes the use of first aid, CPR, or AED (when available) if Newark Station VB, LLC staff deems it is needed.
- Authorizes Newark Station VB, LLC to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

Rules and Safety. **The Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)** agrees:

- To report all injuries (even minor injuries) so that Newark Station VB, LLC may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity and of Newark Station VB, LLC.
- To inform Newark Station VB, LLC of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.

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- That Newark Station VB, LLC has authority to halt my participation if it endangers the participant or others.

Medical Release:

By signing this waiver, you grant Newark Station VB, LLC Communications permission to 1) receive medical information from Newark Station VB, LLC Medical and 2) when applicable, make official Newark Station VB, LLC public statements releasing your medical diagnosis with the exception of catastrophic circumstances (examples include, but are not limited to: death, paralysis and other traumatic incidents). You have the right to revoke this decision at any time per HIPAA laws should you wish to withhold your medical information and keep any or all of that information private, by informing a member of the Newark Station VB, LLC and the Newark Station VB, LLC Medical Lead at the event.

Photography Release

I grant Newark Station VB, LLC and all its departments the right to take photographs of me in connection with Newark Station VB, LLC events. I authorize Newark Station VB, LLC and it’s promoters to copyright, use and publish the same in print and/or electronically.

I agree that Newark Station VB, LLC and it’s promoters may use such photographs of me with or without my name and for any lawful purpose, including publicity, illustration, advertising, and web content.

Promoter rights: The Newark Station VB, LLC and Newark Station VB, LLC Promoters reserve the right to use the participant’s email to market Newark Station VB, LLC events.

Acknowledgment of Understanding: I, the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)**, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the **Newark Station VB, LLC Adult Participant or Newark Station VB, LLC Minor Participant (& Parent/Guardian)**, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Ohio. Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.

TEAM NAME:

Date:

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Sign _____

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