

VOLLEYBALL

Beach Blast Individual Participation Release Form

This AGREEMENT is by and between Puget Sound Trade Shows, LLC. here on known as "Beach Blast" and Participant(s). Both Parties hereby agree to the following:

First Name _____ MI _____ Last _____

Street Address _____

City _____ State _____ Zip Code _____

Email _____ (Beach Blast does NOT provide email addresses to third parties)

Phone _____ Emergency Phone _____

Gender - Male Female _____ Birthdate _____ Age _____

CONSIDERATION for being permitted to enter Beach Blast, athletic facility ("Premises") and participate in any way with Beach Blast, activities/events, including as a spectator of "Activity" or "Activities, I, for myself, my personal representatives, assigns, and heirs, hereby:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge, agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities;

2. FULLY UNDERSTAND THAT: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation or that of the minor in the Activity

3. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Beach Blast Volleyball, their respective administrators, directors, contractors, sub-contractors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of the Premises on which the Activity takes place including Washington State Parks Department and City of Ocean Shores (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS;

4. INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which they incur as the result of any claim by anyone on my behalf notwithstanding my execution of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND FIND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND AFFECT.

THE UNDERSIGNED further agrees, acknowledges, and certifies that he/she: - has adequate insurance to cover any personal injury, death or property damage that may be caused at any Activity; - has inspected and will continue to inspect the Activity area(s) to ensure that they are safe and reasonably suited for use; - agrees to obey by the Rules of the Premises; - grants irrevocable permission for Beach Blast, to use my voice, image(S) or likeness for any purpose as part of any media advertising or promotions;

Participant Signature X _____ **Date** _____

If the participant is a minor, 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 of the applicant, executes the foregoing Waiver and Release for and on behalf of the minor named herein, and agrees 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 fully consent to my child's participation in Beach Blast, events. Parent/Guardian's Signature:

(If participant is under 18 years of age)
Parent/Legal Guardian Signature X _____ **Date** _____