

NORTH BAY VOLLEYBALL ACADEMY (NBVA)

YOUTH BEACH VOLLEYBALL CAMP

PARENT / LEGAL GUARDIAN WAIVER, RELEASE OF LIABILITY

ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

Organization: North Bay Volleyball Academy ("NBVA")

Camp Name: NBVA Youth Beach Volleyball Camp

Camp Location(s): Mill Valley Beach Camp and Aquatic Center

Camp Dates: _____

PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____ Age: _____

Parent / Legal Guardian Name: _____

Phone: _____

Email: _____

1. ACKNOWLEDGMENT & ASSUMPTION OF RISK

I, the undersigned parent or legal guardian, understand that participation in beach volleyball and related camp activities involves inherent and unavoidable risks, including but not limited to:

- Physical contact with other participants
- Slips, falls, dives, and collisions on sand or surrounding surfaces
- Uneven terrain and outdoor beach conditions
- Exposure to sun, heat, wind, water, and weather
- Dehydration, heat exhaustion, or heat-related illness
- Use of athletic equipment and facilities
- Travel to and from camp locations

I understand that these risks may result in serious injury, permanent disability, illness, or death, and I voluntarily assume all such risks, whether known or unknown, foreseeable or unforeseeable.

2. VOLUNTARY PARTICIPATION & MEDICAL FITNESS

I certify that my child is physically and mentally able to participate in NBVA camp activities and has no condition that would interfere with safe participation, except as disclosed below.

Medical conditions, allergies, or special needs:

I understand it is my responsibility to update NBVA regarding any change in my child's health.

3. CALIFORNIA WAIVER & RELEASE OF LIABILITY

In consideration for my child being permitted to participate in NBVA activities, I, on behalf of myself and my child, hereby release, waive, discharge, and covenant not to sue North Bay Volleyball Academy (NBVA), its directors, officers, employees, coaches, volunteers, independent contractors, sponsors, landowners, facility providers, and agents (collectively, the "Released Parties") from any and all claims, demands, losses, or causes of action arising out of or related to my child's participation.

This release includes claims arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by California law.

4. EXPRESS WAIVER OF CALIFORNIA CIVIL CODE §1542

I expressly waive the provisions of California Civil Code Section 1542, which states:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known, would have materially affected his or her settlement with the debtor or released party."

I acknowledge that I may later discover claims or facts different from or in addition to those now known or believed to be true, and I nonetheless release the Released Parties from any such claims.

5. INDEMNIFICATION & HOLD HARMLESS

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, damages, liabilities, costs, or expenses (including attorneys' fees) arising out of:

- My child's participation in NBVA activities
- My child's conduct or behavior
- Any breach of this agreement by me or my child

6. MEDICAL AUTHORIZATION

In the event of an emergency, I authorize NBVA staff and representatives to secure medical treatment for my child if I cannot be reached. I understand that NBVA does not provide medical insurance and that I am financially responsible for all medical expenses.

Health Insurance Provider: _____

7. BEHAVIOR, SAFETY & CAMP RULES

I understand that participants are expected to:

- Follow all safety instructions and camp rules
- Show respect toward coaches, staff, and fellow participants
- Behave in a manner consistent with a positive youth sports environment

NBVA reserves the right to dismiss any participant whose behavior is unsafe or disruptive, without refund.

8. PERSONAL PROPERTY

NBVA is not responsible for loss, theft, or damage to personal property brought to camp.

9. PHOTO & MEDIA RELEASE

I grant permission for NBVA to use photographs, video, or other media of my child taken during camp activities for educational, promotional, or marketing purposes, without compensation.

Yes No

10. GOVERNING LAW & VENUE

This agreement shall be governed by the laws of the State of California, and any legal action shall be brought in a court of competent jurisdiction within the State of California.

11. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. ACKNOWLEDGMENT & SIGNATURE

I certify that I am the parent or legal guardian of the participant, that I have carefully read and fully understand this agreement, and that I voluntarily agree to its terms on behalf of myself and my child.

Parent / Legal Guardian Signature: _____

Printed Name: _____

Date: _____

Participant Acknowledgment (Recommended for Ages 10+)

I agree to follow all NBVA camp rules and instructions and to participate safely.

Participant Signature: _____

Date: _____