



STATEMENT OF UNDERSTANDING AND RELEASE AGREEMENT

The undersigned acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that the athlete's participation in a volleyball event can cause potential death, serious injury, or property damage. The undersigned also understand that neither NORTH BAY JUNIORS (DBA Empire VBC) nor its officers, directors, or other representatives are responsible for the transportation of athletes, their family members, or others to or from any activity of North Bay Juniors. It is the intent of this Agreement to allow North Bay Juniors to exist, and its officers, directors and representatives to serve without any fear of liability arising out of such transportation or out of the athlete's participation in North Bay Juniors.

With a full understanding of the potential risks, THE UNDERSIGNED HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEBALL EVENT, INCLUDING, WITHOUT LIMITATION, THE RISKS INVOLVED IN THE TRANSPORTATION OF ATHLETES. The undersigned hereby take the following actions for ourselves, our executors, administrators, heirs, next of kin, successors and assigns: (a) **WE 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 NORTH BAY JUNIORS, ITS OFFICERS, DIRECTORS, OR REPRESENTATIVES**, which arise out of or relate to traveling to and from or our participation in any North Bay Juniors activity (b) **WE AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that we have waived, released or discharged herein; and (c) **WE AGREE TO INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of our actions.

The undersigned therefore agree that North Bay Juniors and its officers, directors, and other representatives, each in their representative capacities, are released from any liability for damage or injury arising out of the transportation of any individual to or from any North Bay Juniors activity or from our participation in any North Bay Juniors activity. By this Release, however, no individual is relieved from liability from his or her own personal conduct in actually providing such transportation.

It is further agreed that if transportation is actually provided by one or more of the officers, directors, or other representatives of the North Bay Juniors, regardless of its frequency or regularity, such transportation is being provided in the personal capacity of each such individual, and not as a representative of North Bay Juniors.

EXECUTED this ____ day of _____, _____ at _____, California

Athlete's Signature

Parent or Guardian of Athlete