

INFORMED CONSENT – RELEASE LIABILITY

PRINT NAME _____

PHONE _____

E-MAIL _____

___ YES! INCLUDE ME IN NEWS LETTERS

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

For consideration of my participation in Bottega Fitness and/or Northwest Volleyball Foundation programs including but not limited to participation in classes, training, coed 6's/reverse 4's leagues, and tournaments, (hereinafter, "EVENT(S)"), I hereby, for myself, my heirs, executors, insurers, successors, and administrators assume any and all risk associated with my participation in the EVENT(S) (including any and all activities associated with the EVENT(S), and unconditionally and voluntarily release and waive any and all rights and claims that I may now, or in the future, have against Northwest Volleyball Foundation, Bottega Fitness and their respective agents, employees, directors, officers, members, representatives, contractors, sponsors, and/or affiliates (collectively "RELEASED PARTIES"). I understand and acknowledge that the EVENT(S) have inherent risks of bodily injury or death, fully assume those risks, and hereby fully release and discharge the RELEASED PARTIES from any and all claims for injuries, death, damage, or loss which I may have accrued or which may accrue to me from my participation in the EVENT(S) even though the liability may arise out of negligence on the part of the RELEASED PARTIES. I further agree to indemnify and hold harmless and defend the RELEASED PARTIES from any and all claims, damages, liabilities, and/or costs (including attorney fees) arising out of, connected with or in any way associated with my participation in the EVENT(S). I also acknowledge that the RELEASED PARTIES are not responsible for any inclement weather which may affect the EVENT(S) and release and waive all claims against the RELEASED for damages, liabilities, or loss that may arise therefrom. I understand that Bottega Fitness LLC and Northwest Volleyball Foundation by providing and maintaining classes, trainings and events, does not constitute an acknowledgement, representation or indication of my physiological well being or a medical opinion relating thereto.

This WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as permitted by law, and if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect. This agreement embodies the entire agreement with the respect to these matters and supersedes any previous or contemporaneous negotiations or agreements. Each of the undersigned agrees that no promise or inducement has been offered except as herein set forth, and that this agreement has not been executed based upon statements or representations by any person or entity other than those set forth herein. I am aware that I have the right to contact an attorney prior to executing this agreement, and that it is in my best interest to contact an attorney prior to executing this agreement. My failure to contact an attorney prior to executing this agreement, if applicable, was a voluntary and conscious decision on my part. This agreement shall be governed by and construed under the laws of the state of Washington without regards to conflicts of laws of principles therein. In addition, I understand that Northwest Volleyball Foundation & Bottega Fitness retains the rights to any and all photographic or video recording taken of participants and used for advertising or promotion of future camps, tournaments, or volleyball-related activities or events.

I HAVE READ AND FULLY UNDERSTAND AND VOLUNTARILY EXECUTE THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

Signature _____

Under 18- Parent or guardian signature _____



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