

CLOQUET JUNIORS WAIVER AND RELEASE OF LIABILITY FORM

For: _____ (“Participant”)

I, the undersigned parent or legal guardian of the above named Participant who is under 18 years of age, in consideration of the right to engage in this activity as a participant or spectator in volleyball games and related practices and activities (the “Activities”), hereby acknowledge, agree, promise and covenant with Cloquet Juniors, the teams, individuals, or clubs sponsoring or hosting volleyball tournaments or practices, the owner and manager of the facilities used, and all of their agents, volunteers and employees and promoters, other participants, officials, and advertisers (hereinafter collectively referred to as “Sponsors”), and on behalf of myself, the Participant, our heirs, assigns, personal representatives and estate as follows:

I consent to the Participant’s voluntary participation in Cloquet Juniors. I give permission for the Participant to engage in activities that include but are in no way limited to playing or watching volleyball, participating in volleyball practices and tournaments, and traveling to and from the sites where the Activities are held.

I understand and acknowledge that the Activities run by Cloquet Juniors bear certain risks and unanticipated risks which could result in injury, permanent disability and death, illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), disease, or physical or mental damage to the Participant, property, spectators or sponsors, or claims against me by spectators or third parties. **I acknowledge that the risks of injury and illness** to my child from the activities run by Cloquet Juniors are significant, and while particular rules, equipment, personal discipline, and health guidelines may reduce these risks, the risks of serious injury and illness do exist. I expressly agree to accept and assume all responsibility and risks arising from the Participant’s participation in the Activities. The Participant’s participation in this activity is purely voluntary; no one is forcing the Participant to participate in spite of the known and unknown risks.

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE the Sponsors and all other persons or entities affiliated with them, from any and all liability, claims, demands, actions, or right of action, which are related to, arise out of or are in any way connected with the Participant’s participation in the Activities, including but not specifically limited to any and all negligence, fault or strict liability of Sponsors, and all other persons or entities, for any and all injury, death, illness or disease, and damage to the Participant or to our property.

I AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY the Sponsors and all other persons or entities affiliated with them from all defense costs, including attorney’s fees, or from any other costs incurred in connection with claims for bodily injury or property damage which the Participant may negligently or intentionally cause to spectators or third parties in the course of the Participant’s participation in the Activities.

I UNDERSTAND AND ACKNOWLEDGE that by signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Sponsors and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of Sponsors, its agents or employees, and all other persons or entities. I UNDERSTAND AND ACKNOWLEDGE that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

I UNDERSTAND AND ACKNOWLEDGE that no medical insurance benefits will be provided to the Participant during the Activities. I CERTIFY that the Participant has sufficient health, accident and personal liability insurance to cover any bodily injury, property damage or disablement, which I may incur, and to cover bodily injury or property damage caused to a third party as a result of the Participant’s participation in the Activities. If the Participant has no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I FURTHER ACKNOWLEDGE that the Participant is in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities.

I HEREBY give my consent for emergency medical care provided by a Doctor of Medicine, Doctor of Dentistry or other medical or urgent care personnel at my expense in the event of an accident or the need for such assistance is deemed necessary by Cloquet Juniors staff. This care may be given under whatever conditions are considered necessary to preserve the life, limb, or well-being of Participant.

I also acknowledge, understand and agree that I am signing this agreement on my own behalf and on behalf of my spouse, dependents, kin, heirs, and representatives, and that this waiver of liability, release of claims and promise not to sue and promise to indemnify is binding on me, my spouse, my dependents, kin, heirs, and representatives.

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

I am the parent or legal guardian of the minor listed below and I am signing this release on behalf of that minor. I agree to be bound by the terms and limitations set forth herein.

Participant's Name: _____

Parent's Signature: _____ Today's Date: _____

Print Parent's Name: _____