

# CENTRAL JERSEY HEAT SPORT CLUB

## RELEASE & LIABILITY WAIVER

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY.

**VOLLEYBALL ACTIVITIES:** Includes but is not limited to sports, fitness, functions, instructions, use of the facilities, participation in programs, and services provided to its members by Central Jersey Heat, its officers, directors, agents, representatives, volunteers and employees, herein afterward collectively referred to "CJH".

**ACKNOWLEDGEMENT OF RISK:** I am aware that there are inherent and significant risks to my child ("Risks") associated with participation in Volleyball activities. I am aware that those Risks include but are not limited to the potential for serious injury caused by any event or any condition of the facility or equipment and health risks. I understand these risks may be relative to my child's own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which they conduct themselves while participating in these activities. I freely accept and fully assume all responsibility for all Risks and possibilities of injury, death, property damage or loss resulting from my child's participation in these activities. I agree that although CJH has taken steps to reduce the Risks and increase safety of these activities, it is not possible for CJH to make the activities completely safe. I accept these Risks and agree to the terms of this waiver even if CJH is found to be negligent or in breach of any duty or care or any obligation to my child's participation in these activities.

**HEALTH ACKNOWLEDGMENT:** I acknowledge that Volleyball has vigorous activities. I hereby warrant that to the best of my knowledge, my child is in good health and is able to participate in these activities.

**MEDICAL EMERGENCY:** In the event of an emergency, I hereby give permission to CJH to contact medical personnel to transport my child to a hospital for emergency medical and or surgical treatment. I agree that CJH will make reasonable attempts to contact me or the emergency contact as listed above prior to notifying medical personnel. I assume any and all responsibilities related to the transport of my child.

### USE OF MEDIA

I hereby grant CJH permission to use my child's likeness in a photograph, video, or other digital media ("Media") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of CJH and will not be returned.

I hereby irrevocably authorize CJH to edit, alter, copy, exhibit, publish, or distribute this Media for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my child's likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Media.

**CONFIRMATION:** I confirm that I represent the legal guardian of this child and I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding to myself, my child, our heirs, successors, and or assigns.

I hereby hold harmless, release, and forever discharge CJH from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

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Signature of Parent or Legal Guardian

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Date