

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT: SQUEALERS
SMOKE SHACK BAR & GRILL SAND VOLLEYBALL**

TEAM NAME: _____

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND THAT I AM THE PARTICIPANT.

I and/or my child (collectively "I," "me," or "my") understand and acknowledge that I have voluntarily chosen to participate in activities at SQUEALERS SMOKE SHACK BAR & GRILL Volleyball and/or to use the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball facilities, including but not limited to outdoor sand volleyball; participation in leagues, competitions, tournaments, or special events; instruction in any activities; and/or any other activity undertaken on SQUEALERS SMOKE SHACK BAR & GRILL Volleyball's premises (hereinafter collectively referred to as the "SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities") and use of buildings and outdoor volleyball courts, including sand courts (hereinafter collectively referred to as "use of the facilities"). In consideration for my being allowed to participate in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities and the use of the facilities, I hereby agree to release and discharge from all liability SQUEALERS SMOKE SHACK BAR & GRILL Volleyball and each of their agents, owners, members, affiliates, investors, officers, directors, volunteers, employees, coaches, instructors, tournament sponsors, contractors, all other persons or entities acting in any capacity on their behalf, all landlords and property owners (hereinafter collectively referred to as "Wave Volleyball" SQUEALERS SMOKE SHACK BAR & GRILL), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as set forth herein.

- 1. Acknowledgment of Risk: I recognize that there are inherent and other risks, which may or may not all be listed in this document, associated with the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities. These dangers include but are not limited to falling; striking padded or unpadded surfaces; being injured by balls, posts, other objects, or the actions or inactions of participants, instructors, or spectators; equipment failures; risks associated with playing volleyball on hard surfaces and sand; risks associated with encounters with animals and insects; potential exposure to communicable disease such as viruses and bacteria in connection with use of the facilities; and illness or injury resulting from engaging in physical activity. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I understand that I alone am responsible to decide whether to engage in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities. I confirm that I am physically and mentally capable of participating in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities, and I understand that if my mental or physical condition changes after the execution of this agreement such that I am not capable of participating in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities, I am obligated to cease participating in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities. I understand that it is my responsibility to comply with all posted procedures, including safety procedures and hygiene procedures intended to lessen the likelihood of the spread of disease between participants and/or staff.**

Players Initial Each Page:

2. Assumption of Risk: Despite the risks involved and as consideration for being allowed to participate in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities, I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH that might be associated with my participation in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities and use of the facilities.

3. Agreement Never to Sue: I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY SQUEALERS SMOKE SHACK BAR & GRILL Volleyball for any damage, injury or death to me arising from participation in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities or use of the facilities, regardless of cause, including the ALLEGED NEGLIGENCE of SQUEALERS SMOKE SHACK BAR & GRILL Volleyball, including claims of negligent instruction, with the exception of claims that cannot be released under applicable law. I understand that this RELEASE OF LIABILITY will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities or use of the facilities. I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities or use of the facilities, and that each time I use the facilities and/or engage in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities, that will constitute a renewal and reaffirmation of my and acceptance of this agreement.

4. Indemnity: If I, my child, my heir, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities or use of the facilities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SQUEALERS SMOKE SHACK BAR & GRILL Volleyball for any and all damages, attorney's fees, and costs arising out of such a claim or a lawsuit. If I execute this agreement on behalf of another person, I certify that I am authorized to execute this agreement on their behalf and agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS SQUEALERS SMOKE SHACK BAR & GRILL Volleyball in the event that person brings a claim and contends that I was not authorized to execute this agreement.

5. Governing Law, Jurisdiction and Severability. I agree that this Waiver and Release of Liability shall be governed by South Dakota law and construed as broadly as permissible under the law. In the event that I file a lawsuit against SQUEALERS SMOKE SHACK BAR & GRILL Volleyball, I agree to do so solely in the State of South Dakota, Lincoln County Superior Court. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

6. Photo and Video Release: I acknowledge that SQUEALERS SMOKE SHACK BAR & GRILL Volleyball and other participants may photograph or videotape the SQUEALERS SMOKE SHACK BAR & GRILL Volleyball Activities and SQUEALERS SMOKE SHACK BAR & GRILL Volleyball facilities. I agree that SQUEALERS SMOKE SHACK BAR & GRILL Volleyball may use these recordings in any way without compensation to me including, but not limited to, for marketing purposes and as evidence in any litigation.

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Team Name:

Name (Printed)	Signature	Date