

WAIVER AND RELEASE FROM LIABILITY

This Agreement is made this _____ day of _____, 20__ between Cedar Park Assembly of God (“Cedar Park”) and _____ (“Participant”).

1. Subject. Participant recognizes and expressly agrees that participating in the game of volleyball and its related activities is an inherently dangerous activity. Further, Participant recognizes that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee nor does Cedar Park guarantee Participant’s safety.
2. Waiver and Release from Liability. Participant understands that Cedar Park assumes no responsibility for injuries or illnesses that Participant may sustain a) as a result of Participant’s physical condition, b) resulting from Participant’s participation in this activity, c) as a result of another participant’s or third person’s actions, or d) as a result of Participant’s use of Cedar Park’s facilities, field and/or equipment in connection with this activity.

Participant expressly acknowledges and agrees that Participant assumes the risk for any and all injuries and illnesses, which may result from Participant’s involvement this activity.

Participant hereby releases and discharges Cedar Park, its directors, agents and employees from any and all claims for injury, illness, death, loss or damage (whether caused in whole or in part by Cedar Park’s gross negligence) which may be suffered as a result of the Participant’s involvement in this activity.

3. Property Loss. Participant understands and agrees that Cedar Park is not responsible for personal property that is lost, damaged, or stolen in connection with this activity.
4. Medical Release. Participant authorizes Cedar Park to give first aid, CPR or other treatment by a qualified staff member to Participant.
5. Binding Effect. This Agreement shall be binding upon Participant, his or her heirs, estate, successors, and legal representatives.
6. Entire Agreement. This Agreement represents the entire agreement between the parties. This Agreement shall not be modified or amended except by an agreement in writing signed by both parties.
7. Acceptance. If any portions of this waiver and release are held to be invalid, Participant agrees that the remaining terms shall continue to be in full legal force and effect. Participant understands and agrees that this Waiver and Release is binding upon me and my heirs, estates and legal representatives.
8. Arbitration/Venue/Attorney’s Fees. Each party expressly agrees that Biblically based mediation and arbitration shall be the sole remedy for any controversy or claim arising out of this Agreement, and any injury, claim or action resulting from participation in this activity and the parties expressly waive their right to file a lawsuit against one another in any civil court for such disputes except to enforce a legally binding arbitration decision. Each party, regardless of the outcome of the matter, agrees to pay one half of the fees and costs of the arbitrator and any other arbitration expenses. Each party agrees to bear his or her own attorneys fees. Judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction.

THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF LIABILITY. PLEASE READ IT CAREFULLY BEFORE SIGNING.

I have read and voluntarily signed this Waiver and Release from Liability.

Signature of Participant

Date