

Karen Shank Foundation
WAIVER OF LIABILITY, RELEASE,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

1. For and in consideration of the undersigned participant's (hereinafter referred to as "Participant") registration with the Karen Shank Foundation, its associations and/or member teams (herein after "KSF") and being allowed to participate in KSF events and member team activities, Participant hereby forever releases and discharges KSF, and any of its members, managers, organizers, promoters, officers, directors, agents, independent contractors and employees, and also other participants, coaches, officials, sponsors, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (hereinafter referred to as "Released Parties") from any and all liability, and causes of action of any kind whatsoever, for personal injury, property damage or wrongful death occurring to Participant arising out of participation in the KSF events, member team activities, the sport of volleyball, and/or activities incidental thereto, including travel to and from such event, in which Participant may participate as a competitor, team member, spectator or in any other manner, notwithstanding that such injuries or losses may have been caused solely or partly by the passive or active negligence of the Released Parties, whenever or however they occur and for such period said activities may continue, and by this Waiver, Release, Assumption of Risk and Indemnity Agreement any such claims, rights, and causes of action that Participant may have are hereby relinquished and the participant does so on behalf of his/her heirs, executors, administrators and assigns.
2. Participant acknowledges and understands that said sport and any member team activities involve risks and dangers of serious bodily injury to Participant's person including partial or total permanent disability, paralysis and death, and damages which may arise therefrom. These risks and dangers may be caused by the negligence, actions or inactions of Participant or the negligence, actions or inactions of others participating in the KSF events and/or activities incidental thereto, the condition in which the activities take place, or the negligence of the Released Parties. It is further acknowledged that there may be risks, dangers and social and economic losses either not known or not readily foreseeable at this time. Participant expressly and voluntarily fully accepts and assumes all such risks and all responsibility for losses, costs, and damages incurred as a result of Participant's participation in KSF events and/or activities incidental thereto.
3. Participant acknowledges and understands that the Released Parties make no warranty of any kind, expressed or implied, concerning any equipment or facilities and related premises arranged or provided by the Released Parties or used in connection with KSF events and/or activities incidental thereto.
4. Participant agrees to satisfy himself/herself with respect to inspecting the facilities and equipment for KSF events and/or activities incidental thereto prior to engaging in such activities. Participant acknowledges that by using the facilities and equipment for such events, he/she assumes the risk of competition and the condition of the facilities and equipment and adjacent areas including the risk of accident, collision, injury and death; and Participant understands and assumes the risks arising from the conditions and use of the facilities and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of such facilities by Released Parties, or negligent supervision or instruction by Released

