

MUDDFEST SPORTS
MUD VOLLEYBALL TOURNAMENT WAIVER

ALL PARTICIPANTS MUST SIGN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (“WAIVER AGREEMENT”) TO PARTICIPATE. ALL PARTICIPANTS MUST BE 18 OR OVER. THE WAIVER AGREEMENT CAN BE PREMAILED OR BROUGHT THE DAY OF THE EVENT.

MUDDFEST SPORTS LLC is committed to conducting recreational tournaments in a safe manner, and holds the safety of participants in high regard. We strive to reduce risks, and insist that all participants follow safety rules and instructions that are designed to protect the participants’ safety. However, participants registering for this activity must recognize that there is an inherent risk of injury when choosing to participate. You are solely responsible for determining if you are physically fit and/or adequately skilled for the activities contemplated by this Agreement. It is always advisable, especially if the participant is pregnant, disabled in any way, or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

Warning of Risk

Mud Volleyball is an activity that challenges and engages the physical, mental and emotional resources of each participant. However, despite careful and proper preparation and instruction, there is still a risk of serious injury. Understandably, not all hazards and dangers can be foreseen, including but not limited to overexertion, dehydration, slip and fall, collisions with other participants, the effects of weather, lack of good physical conditioning, and all other circumstances inherent to the sport of mud volleyball. In this regard, it must be recognized that it is impossible to guarantee absolute safety.

Waiver and Release of All Claims and Assumption of Risk

Please read this Waiver Agreement carefully and be aware that in participating in this activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all activities connected with and associated with this program/activity.

**MUD VOLLEYBALL PLAYER WAIVER, RELEASE OF LIABILITY AND
INDEMNIFICATION AGREEMENT**

I, the undersigned player, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to participate as a member of the Mud Volleyball team indicated below.
2. I understand that there are certain risks and hazards involved in participating in Mud Volleyball that may result in injury or death to me or other players, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants.
3. I understand that sliding is dangerous to me and to other players and may result in serious injury or death.

4. I understand that the very nature of the game of Mud Volleyball is hazardous and risky, including, but not limited to, the acts of hitting, throwing, and catching of the ball, the running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.

Further, I, the undersigned player agree that in consideration for the right to play as a member of the team designated below and in consideration for permission to play on the fields arranged for by the team or league:

1. I voluntarily elect to accept and assume all risks of injury incurred or suffered by me (a) while practicing or playing as a member of the team so designated, (b) while serving in a non-playing capacity as a team member during practice or play by the other teams or by other players on my team, and (c) while on or upon the premises of any and all of the fields arranged for by my team for practice or play. 2. I release, discharge and agree not to sue the team, MUDDFEST SPORTS LLC, the field owner or any other entity or their owners, officers, agents, servants, associations, employees, or any person or entity connected with the team, MUDDFEST SPORTS LLC, field, or vendors, for any claim, damages, costs of cause of action which I have or may in the future have as a result of injuries or damages, sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.

3. I hereby grant MUDDFEST SPORTS LLC and its legal representatives and assignees the irrevocable and unrestricted rights to use and publish photographs of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner of medium. I hereby release MUDDFEST SPORTS LLC and its legal representatives and assignees from all claims and liability related to said photography.

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| NAME OF TEAM | TEAM CAPTAIN |
| | |

LOCATION/ FIELD AT NE CORNER OF HARRAH RD AND SE 89TH STREET

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM AND I AM 18 YEARS OR OLDER

| # | NAME | ADDRESS, CITY, STATE, ZIP | SIGNATURE | DATE |
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