



WAIVER FOR FACILITY USAGE/PARTICIPATION

Each participant shall initial and sign this waiver in order to participate in Adult Volleyball. In consideration of each participant being permitted to enter any branch of the Boys & Girls Club of Livingston County's (the "Club") for observation, use of facilities and/or equipment or participation in the Adult Volleyball, I hereby:

_____ Acknowledge that (i) I have read this document, (ii) I have inspected the facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purposes intended, and (iv) I voluntarily sign this document.

_____ Release the Clubs, its directors, officers, employees, volunteers, governing board, agents, representatives (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether caused by Releasees or by any person associated directly or indirectly with the Club, its officers, directors, employees or volunteers or otherwise while I am in or near any Club branch or participating in any Club activity.

_____ Agree not to sue Releasees for any loss, damage, injury or death described above and indemnify and hold harmless Releasees each of them from any injury to persons or property sustained by any person caused by any act, neglect, default, or omission of the undersigned or of any person associated directly or indirectly by him upon or in connection with this activity or whether caused by the negligence of the Releasees or otherwise, whether the said injury or damage occurs upon or adjacent to the property. The undersigned at his own cost, expense and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Club on any such claim or demand, and pay or satisfy any judgment that may be rendered against the Club in any such action, suit or legal proceedings or result thereof.

_____ I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Releasees or otherwise.

_____ I intend this document to be as broad and inclusive as is permitted by the laws of the state of Illinois; if any portion hereof is held invalid, I agree that the balance shall continue in full force and effect.

_____ I hereby release, waive, acquit and forever discharge the Boys & Girls Club of Livingston County, Boys & Girls Club of America, their representatives, successors, insurers, assigns or any other person or entity associated with any of the above organizations such as staff, directors or volunteers, from all liability, claims, demands, or causes of action for any and all loss, damage, injury or death and any claim of damages resulting from use of facilities owned or controlled by the above organizations, or participation in activities of said organizations either at or away from the Club.

Signature of Participant: _____ Date: _____