



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in sports and other activities at iCrush facilities, including but not limited to Incredible Crush Volleyball, I hereby, **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** iCrush or associated entities, as well as their directors, officers, agents, servants, employees, coaches or volunteers (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, lawsuits, actions and causes of action whatsoever arising out of or related to loss, damage or injury, including death that may be sustained by me or my child, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise, while participating in such sports or activities, or while in, or on upon, the premises where the activity is conducted.

I HEREBY FURTHER, AGREE AS FOLLOWS:

1. I am fully aware of the risk involved and the hazards connected with any activity, participation in, attendance for, but not limited to games, team play, exercise, volleyball, or any other sporting or physical events of any kind (hereinafter collectively referred to as "activities"). I hereby elect to voluntarily participate in said activity with full knowledge that said activities may be hazards to me, my child or ward (hereinafter "child") and/or our property. I further understand that participation at iCrush is risky and sometimes dangerous and that risk of injuries include, but are not limited to, cuts, sprains, dental injuries and even more serious injuries, such as broken bones, dismemberment, paralysis, or death. Risks can also arise from the negligence of other participants. **I VOLUNTARY ASSUME FULL**

RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGED OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me or my child, or any loss or damage to property owned by me, as a result of being engaged in such activity, whether caused by the negligence of the releasees or otherwise. I also, understand that there are no express or implied warranties that shall apply, other than those expressly set forth in this agreement.

2. **TO WAIVE ANY AND ALL CLAIMS** for personal injury, death and/or property damage of any kind that I or my child may have against iCrush. With the full understanding of the risk stated above, I, for my self and my child, hereby release, hold harmless and indemnify from lawsuits Incredible Crush Volleyball, the owners, officers, directors, managers, coaches, and trainers in such entities, and their heirs, successors, and assigns, in connection with the participation of myself and/or my child and activities at Incredible Crush Volleyball.
3. It is my express intent that **THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SHALL BE EFFECTIVE AND BINDING** on myself, my child, my spouse and the heirs, next of kin, executors, administrators, successors, and assign of myself and/or my child in the event of personal injury including death, illness, and/or property damage.
4. **I ADDITIONALLY AGREE** that I and my child will comply with any and all of Incredible Crush Volleyball rules, guidelines, and safety procedure, both written and unwritten. I understand that failure to comply with rules and guidelines may result in my child being removed from Incredible Crush Volleyball. Should this happen, I will be contacted to pick up my child. I also agree that if I observe or become aware of any concerns in my child's readiness for participation and/or in the program itself, I am obligated to remove my child from participation, and immediately inform the nearest official or instructor.

YOU ARE THE OPERATOR: I, for myself and my child, have read and understand the safety rules and agree to operate machinery at my own risk. I understand that the failure of myself or my child to follow these rules may result in injury or death.

I further understand that no liquor should bring inside. Drinking liquor inside is strictly prohibited. Alcoholic beverages are not allowed inside.

MEDICAL CONDITIONS / INSURANCE / EMERGENCY MEDICAL TREATMENT

I HEREBY CERTIFY THAT neither I or my child have medical conditions that preclude us from attending or participating in iCrush activities. I further certify that my child and I have medical insurance, or if there is a lack of medical insurance, I agree to personally assume any and all medical expenses (including future medical expenses) resulting from me or my child's attendance or participation in iCrush activities.

In the event of a medical emergency, I HEREBY AUTHORIZE and grant consent to iCrush to secure from any hospital, ambulance, clinic or physician any treatment or exams deemed necessary for me or my child's immediate care.

PHOTOGRAPHS / VIDEOS

I HEREBY GRANT iCrush and any of its affiliated companies or other entities with permission to any use of photographs, images, video recordings, or similar electronic reproduction of any sort (hereafter "video") taken at any of its facilities, locations, or outside tournament venues. This grant also extends to iCrush having exclusive control, possession, and ownership of the video and all copyright, service mark, trademark, or trade secret ownership including what may be posted on iCrush website, or any iCrush or Participant's Facebook, Instagram or any other social media outlet. As regards to any video so made, I agree to waive any claim to compensation of any kind for the use of said video.

ACKNOWLEDGEMENT

I, on behalf of myself, my spouse, my child, our heirs, assigns, personal representatives and next of kin, **HEREBY INDEMNIFY AND HOLD HARMLESS iCrush** and all of its affiliates and releasees from any and all liabilities related to me and/or my child's involvement or participation in these programs, **EVEN IF ARISING FROM iCrush NEGLIGENCE** to the fullest extent permitted by Texas Law. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

All disputes of any nature in contract or in tort shall be submitted to the American Arbitration Association for a three-lawyer panel, with Texas law being used for interpretative purposes. Each side shall be responsible for its own attorney's fees and costs and no fee shifting shall occur to the losing party.

Using our website (www.icrushball.com) means signing this waiver, I certify that I am at least eighteen (18) years of age and fully competent; and I am the participant and or the legal parent or guardian of the child for whom I am signing. If I am not the parent or legal guardian of the child, I have the express permission of the child's legal parent or guardian to sign on their behalf. I understand this waiver will remain in effect for a full calendar year from the date of signing.