



NO PANIC VOLLEYBALL

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE ("Release")

This is a legally binding Release made by me, to No Panic Volleyball Club and Cassel's Awards & Engraving Inc. hereinafter referred to as "**NoPanic and Cassel's**".

I fully recognize that there are dangers and risks to which _____ ("Participant") may be exposed by participating in activities organized or sponsored by **NoPanic and Cassel's**, including an open gym and volleyball clinics to be held at the Cassel's volleyball courts which may cause injury, severe or minor, and possibly death.

I understand that **NoPanic and Cassel's** do not require Participant to participate in this activity, but she wants to do so, despite the possible dangers and risks, and despite this Release.

Participant agrees not to participate in such activity or associated Event unless she is medically able.

I therefore agree to assume and take on myself all risks and responsibilities in any way associated with this activity and/or Event. In consideration of and return for the services, facilities and other assistance provided to Participant by **NoPanic and Cassel's** in this activity or Event. In addition to any payment for membership or for such services, facilities and assistance, I release **NoPanic**, its Members of the Executive Board, employee, representatives and agents from any and all liability, claims and actions that may arise from injury or harm to Participant, from Participant's death, or from damage to Participant's property in connection with this activity or Event.

Furthermore, I agree to save, hold harmless and indemnify **NoPanic and Cassel's** and/or its Members of the Executive Board, employees, representatives and agents from and against any and all lawsuits, claims, actions, costs or expenses in respect to any death, injury, loss or damage to Participant or to Participant's property howsoever caused arising out of or in connection with the activities or Event and whether the same may have been contributed to or occasioned by the negligence by NPV members of the executive board, and employees, representative and agents.

I understand that this release covers liability, claims and actions caused entirely or in part by any acts or failures to act by **NoPanic and Cassel's** members of the executive board, employees, representatives or agents, including but not limited to negligence, mistake of failure to supervise by **NoPanic and Cassel's**. I recognize this entire release means I am giving up among other things, rights to sue **NoPanic and Cassel's** members of the executive board, employees, representative and agents for injuries damages or losses I or participant may incur. I also understand that this release intended to bind my heirs, family, executors, administrator, personal representatives, and signs as well as myself, to full extent allowed under Virginia law.

If any portion of this release is deemed, by a court of competent jurisdiction, to be void or unenforceable, the remaining provisions shall be enforced to the full extent allowed under Virginia law as if the particular void or unenforceable provisions were not herein contained.

I have read this entire release and fully understand it and voluntarily agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ IT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT UNDERSTAND ANY PART OF IT, YOU MAY OBTAIN THE ADVICE OF LEGAL COUNSEL.

Signature of Participant

Age

Date

I, the undersigned _____, am the parent of and/or duly authorized legal guardian of the above – named Participant who is under the age of 18 years, and I do hereby agree to, acknowledge and join in the above Release, for and on behalf of the Participant.

Signature of Parent or Guardian

Date