

PVWPC RELEASE OF LIABILITY, INDEMNIFICATION, DUTY TO DEFEND, AND ASSUMPTION OF RISK

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY.

ALL ATHLETES (18 or over) or LEGAL PARENT OR GUARDIAN (for Athletes of minority age) MUST CLICK THE BOX INDICATING THEY AGREE TO THIS RELEASE, INDEMNIFICATION, DUTY TO DEFEND, and ASSUMPTION OF RISK AGREEMENT BELOW:

In consideration of being allowed by Palos Verdes Water Polo Club (“PVWPC”) to participate in any way in the PVWPC’s athletics/sports, games, tournaments, travel to games and tournaments, related events and activities (including non-athletic activities), I/we, the undersigned, on behalf of myself, my heirs, assigns, personal representative and next of kin hereby acknowledge, appreciate, and agree as follows:

I. I/we acknowledge that my participation, or my player’s participation, in PVWPC programs entails known and unknown risks that may result in physical and/or emotional injury or damage to myself, my player, or my property. I/we understand that such risks cannot be eliminated by PVWPC. I/we understand that water polo is a contact sport played in the water and, as such, the risks involved include both those of a contact sport as well as those involved in aquatic sports. Thus, the risk of injury from the activities involved in this program are significant, including, but not limited to, sprains, strains, cuts, broken bones, concussions, drowning, and the potential for permanent paralysis, brain damage and death.

II. I/WE EXPRESSLY, KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (as defined below) or others that exist in the participation of the activities and events associated with the PVWPC, and assume full responsibility for my participation or the participation of my player. My participation, or the participation of my player, in activities and events associated with the PVWPC is purely voluntary. If I am injured or my player is injured, I/we understand that I, or my player, may require medical assistance, and agree to obtain such medical care at my own expense.

III. I/We, and my player, willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I/we observe any unusual

significant hazard during my or my player's presence or participation, I will remove myself and/or my player from participation and bring such to the attention of the nearest PVWPC official immediately.

IV. I/WE HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PVWPC, its officers, coaches, directors, Board of Directors, officials, agents, representatives and employees, other participants, sponsoring agencies, sponsoring advertisers, and if applicable, owners and lessors of premises used to conduct events (the "RELEASED PARTIES"), from any and all liabilities, damages, claims, demands, and causes of action, of any kind, which are in any way connected with my or my player's participation in PVWPC activities and events, including but not limited to any such claims which allege THE NEGLIGENCE OF THE RELEASED PARTIES.

V. If the player is a minor, I/we agree that this Release of Liability, Indemnity and Assumption of Risk agreement is made on behalf of that minor player and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.

VI. If the player is a minor, I further agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with participation by the minor in the events and activities of the PVWPC, including injuries or damages caused by the negligence of RELEASED PARTIES.

By agreeing to this document, I acknowledge that if anyone is hurt or property damaged during my participation, or my player's participation, in the events and activities of PVWPC, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against PVWPC or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I HAVE READ THIS RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I, AND MY PLAYER, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARY WITHOUT INDUCEMENT.