

Please Sign Both Sides

McCoy Drive Volleyball 2010

Name _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Phone (____) _____ Email _____

Emergency Contact _____ Phone (____) _____

Team Captain _____ Team Name _____

Assumption of Risk-Release of Liability-Waiver of Claims

I want to be allowed to participate in the Volleyball League owned by McCoy Drive Volleyball, Inc. I know that all athletic participation, including volleyball, involves risks of physical injury and/or property damage. However, I want to play, and therefore, acknowledge the following by my initials:

_____ I can be injured while playing or doing anything else in the volleyball facility. I assume these risks and the details of my assumption of risk are printed on the back of this sheet.

_____ I hereby acknowledge that McCoy Drive Volleyball, INC. is the owner of the Volleyball League. I further acknowledge that neither The Foundry, LLC or first Midwest Bank Land Trust #6526 (owner of the land) are involved in the Volleyball League.

_____ I understand that in order to run a league like this, it makes sense that the Owner of the League can obtain a legally enforceable Release of Liability, Waiver of Claim and Indemnification from each participant. I willingly and knowingly give release, waiver, and indemnification- in the specific language, which is written, on the back of this sheet.

_____ I acknowledge and agree to the terms of the assumption of risk, release and waiver, ect., on the back of this sheet. I have had sufficient time to read this document. I have signed it on the date indicated. I may have a copy upon my request. I also acknowledge that I have been advised to take this form to an attorney for review if I do not understand it.

Participant Signature _____

Dated _____

Witness Signature _____

This form must be filled out completely before you can participate
Any player participating without a waiver will cause their team to forfeit games

Please Sign Both Sides

Releasor, being of lawful age, in consideration of being permitted to participate in volleyball and other games, events or activities does, for myself, my heirs, executors, administrators and assigns, hereby release and forever discharge McCoy Drive Volleyball, Inc., First Midwest Bank Land Trust #6526 and The Foundry, LLC (hereinafter referred to as "Releasees") their employees, agents, officers, shareholders, the owner or real property on which the activity occurs; its agents, beneficiaries and all parties claiming through the foregoing, their heirs, administrators, and executors, of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to be a result from any accident which may occur as a result of participation in volleyball and other games, events or activities, whether by negligence or not.

Releasor agrees to indemnify the Releasees and each of them from any loss, liability damage or cost Releasees may incur to the presence of Releasor in, on or around the premises commonly known as The Foundry, 85 Executive Drive, Aurora, Illinois, whether caused by negligence of the Releasees or otherwise.

Releasor hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in or around the premises commonly known as The Foundry, 85 Executive Drive, Aurora, Illinois and/or while competing, officiating in, working or for any purpose participating in volleyball, or other games, events or activities.

Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

Releasor further releases all officials and professional personal from any claim whatsoever on account of first aid, treatment of service rendered to the undersigned during participation in volleyball and other games, events or activities.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Releasor/Participant Signature _____

Dated _____

Witness Signature _____

This form must be filled out completely before you can participate
Any player participating without a waiver will cause their team to forfeit games