

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT AIA EAST TENNESSEE 2023 VOLLEYBALL LEAGUE & TOURNAMENT

I understand and acknowledge that I have voluntarily chosen to participate in activities of the AIA East Tennessee Volleyball League and Tournament. In consideration for my being allowed to participate in the AIA East Tennessee Volleyball League and Tournament and the use of the associated facilities at Cherokee Farm Research Park, I hereby agree to release and discharge from all liability AIA East Tennessee, and each of their agents, owners, members, affiliates, investors, officers, directors, volunteers, employees, tournament sponsors, all other persons or entities acting in any capacity on their behalf, all landlords and property owners (hereinafter collectively referred to as "AIA East Tennessee Volleyball League and Tournament"), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as set forth herein.

1. Acknowledgment of Risk: I recognize that there are inherent and other risks, which may or may not all be listed in this document, associated with volleyball activities. I understand that no amount of care, caution, instruction or expertise can eliminate all risks. I understand that I alone am responsible to decide whether to engage in the AIA East Tennessee Volleyball League and Tournament activities. I confirm that I am physically and mentally capable of participating in the AIA East Tennessee Volleyball League and Tournament activities, and I understand that if my mental or physical condition changes after the execution of this agreement such that I am not capable of participating in the AIA East Tennessee Volleyball League and Tournament activities, I am obligated to cease participation.

2. Assumption of Risk: Despite the risks involved and as consideration for being allowed to participate in the AIA East Tennessee Volleyball League and Tournament activities, I agree to expressly assume any and all risk of injury or death that might be associated with my participation in the AIA East Tennessee Volleyball League and Tournament activities and use of the facilities.

3. Agreement Never to Sue: I agree never to sue and to release from liability AIA East Tennessee for any damage, injury or death to me arising from participation in the AIA East Tennessee Volleyball League and Tournament activities or use of the facilities, regardless of cause, including any alleged negligence of AIA East Tennessee, with the exception of claims that cannot be released under applicable law. I understand that this release of liability will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the AIA East Tennessee Volleyball League and Tournament activities or use of the facilities. I understand this is a release of liability that will apply whenever I participate in the AIA East Tennessee Volleyball League and Tournament activities or use of the facilities, and that each time I use the facilities and/or engage in the AIA East Tennessee Volleyball League and Tournament activities, that will constitute a renewal and reaffirmation of my and acceptance of this agreement.

4. Indemnity: If I, my child, my heir, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the AIA East Tennessee Volleyball League and Tournament activities or use of the facilities, I agree to defend, indemnify and hold harmless AIA East Tennessee for any and all damages, attorney's fees, and costs arising out of such a claim or a lawsuit. If I execute this agreement on behalf of another person, I certify that I am authorized to execute this agreement on their behalf and agree to defend, indemnify, and hold harmless AIA East Tennessee in the event that person brings a claim and contends that I was not authorized to execute this agreement.

5. Governing Law, Jurisdiction and Severability: I agree that this Waiver and Release of Liability shall be governed by Tennessee law and construed as broadly as permissible under the law. In the event that I file a lawsuit against AIA East Tennessee, I agree to do so solely in the State of Tennessee, Knox County Superior Court. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

6. Photo and Video Release: I acknowledge that AIA East Tennessee and other participants may photograph or videotape the AIA East Tennessee Volleyball League and Tournament activities. I agree that AIA East Tennessee may use these recordings in any way without compensation to me including, but not limited to, for marketing purposes and as evidence in any litigation.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, OR THAT A LEGAL PARENT/GUARDIAN IS SIGNING ON MY BEHALF.

Participant's Name (Printed)

Participant's Signature

Date

If under 18:

Parent/Guardian's Name (Printed)

Parent/Guardian's Signature

Date