



Participant Name: _____ Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Birthdate: _____ Sex: _____ Age: _____ E-Mail: _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter for any purpose the event or being permitted to compete, officiate, observe, work for or for any purpose participate in the event, the undersigned, for himself/herself, his/her personal representatives, heirs, and the next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering such event area(s), and will continuously thereafter, thoroughly inspect such event area(s) and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such an event area(s) and he/she finds and accepts the event area(s) as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about such an event area(s) and he/she feels anything to be unsafe, he/she will immediately advise officials of such and will leave the event area(s).

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Beacon Development Company, Childress Klein Properties, The ROC, VBGB Beer Hall & Garden/Restaurant, or SportsLink, their members and managers, the promoters, other participants, operators, officials, any persons in the event area(s), sponsors, advertisers, owners and lessees of the premises used to conduct the event and each of them, their members and managers, officers, directors and employees, all for the purposes herein referred to, together with their respective assigns, heirs, representatives and subsidiaries, as "releasees", from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releasees or otherwise while the undersigned is in or upon the event area(s), and/or competing, officiating, observing, working for, or for any purpose participating in the event.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the event area(s) or in any way competing, officiating, observing, working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise to the fullest extent permitted by law.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees or otherwise while in or upon the event area(s) and/or while competing, officiating, observing, working for, or for any purpose participating in the event.

THE UNDERSIGNED hereby certifies that he/she (they) has adequate insurance to cover any injury or damage that may be caused or suffered while competing, officiating, observing, working for, or for any purpose participating in the event, or else agrees to bear the costs of such damage or injury. The undersigned further certifies that he/she (they) has no medical or physical conditions which would interfere with competing, officiating, observing, working for, or for any purpose participating in the event, or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and adjacent area(s) are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province or State in which the event is conducted and that if any provision hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance with the Rules of the America Arbitration Association, except to the extent modified below. The place of arbitration shall be Charlotte, North Carolina. The award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the Award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of North Carolina. The rules of evidence applicable to proceedings at law in North Carolina shall be applicable to the arbitration proceeding.

NOTICE BY SIGNING THIS RELEASE AGREEMENT, THE UNDERSIGNED IS AGREEING TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND IS GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT specifically embraces Six on Six Volleyball Classic Benefiting The ROC held on May 11, 2023 located at VBGB Beer Hall & Garden/Restaurant (920 Hamilton Street, Charlotte, NC) sanctioned, authorized, or prompted by said releasees and applies to the event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to the event hereinabove described.

PARTICIPANT SIGNATURE: _____ **Date:** _____