

STAR VOLLEYBALL ACADEMY

Child's name: _____ Child's Date of Birth: _____

Parent or Guardian name: _____

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.

Star Volleyball Academy, LLC ("SVA") is engaged in the business of providing volleyball coaching services to student athletes. SVA is under the direction of Coach Nicole Gibson. By executing this agreement, you hereby agree to engage the services of SVA and agree as follows:

1. This agreement is effective as of _____ [date]. It will continue in effect until completion of the volleyball season. Practices shall be scheduled as to be determined by SVA.
2. SVA may engage the services of assistants that it determines proper to assist in its coaching services. This agreement extends to Coach Nicole Gibson, and any assistants, coaches, employees, or representatives on behalf of SVA.
3. I understand that prior to participating in any games or practices with SVA, I must first obtain a Sports physical clearing me to participate in physical activity.

ASSUMPTION OF RISK

4. I understand that participation in any sports activity includes the inherent risk of bodily injury, including but not limited to, sprains, broken limbs, serious permanent injury and even death. I agree to follow all safety rules set by any appropriate personnel, including SVA representatives, referees, and other coaches. I am aware of the inherent risk of bodily injury and am participating in these activities voluntarily.

5. I understand that participation in volleyball is a physical activity. I agree to report to practices, games, and all official SVA functions wearing the proper attire and footwear in order to minimize any potential harm. SVA representatives will advise on proper attire.

6. In case of accident or illness, I authorize SVA to seek medical services for my child should an emergency arise. I understand that the cost of these medical services will be my responsibility as the child's legal guardian.

7. I understand that at all practices, games, and official SVA functions, I will adhere to the instructions and guidance issued by SVA and SVA representatives. Failure to adhere to the instructions and guidance issued by SVA and SVA representatives will result in prompt dismissal. These policies and procedures are in place to ensure the safety of me and other teammates as well as the coaches and SVA representatives. I acknowledge that failure to adhere to the instructions, guidance, and safety concerns issued by SVA may result in injury.

RELEASE OF LIABILITY

8. AS ADDITIONAL CONSIDERATION FOR MY CHILD BEING ABLE TO PARTICIPATE IN ANY OF THE ACTIVITIES OFFERED BY SVA, I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD SVA HARMLESS FROM ANY CLAIMS, LOSS, LIABILITY, DAMAGE, OR COSTS ARISING OUT OF OR IN ANY WAY RELATED TO MY CHILD'S PARTICIPATION WITH SVA.

MEDIA RELEASE

9. I understand that during my participation with SVA, pictures or video may be taken during practice or games. These pictures may include the child/myself. I hereby authorize SVA to use my image and likeness (or the image or likeness of my child) in connection with SVA's marketing and business development initiatives.

10. I understand that any pictures or video taken are the intellectual property of SVA and SVA shall retain all exclusive rights to the intellectual property produced.

MANDATORY MEDIATION

11. In the event there is ever a conflict regarding my relationship with SVA or the terms of this agreement, I agree to submit the issue to a mandatory mediation prior to pursuing litigation efforts. In the event that an agreement cannot be reached as to the Mediator that will conduct the mandatory mediation, the issue shall be submitted to a dispute resolution center in Collin County, TX or any contiguous county. I agree that I shall be responsible for half of the cost of the mediation.

I have read and voluntarily signed this Release and Indemnity. I understand that this document includes a full and final release and indemnification of all claims. I agree that no oral agreements, representations, or statements have been made apart and differing from this agreement.

I represent that I am the parent *or* guardian of the minor who has signed the above release, and I hereby agree that we shall both be bound by its terms.

Name of Child

Signature of Child

Name of Parent or Guardian

Signature of Parent or Guardian