

**ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT, PHOTO WAIVER**

I am fully aware of dangers and risks involved in the ACVB Dig the New Year Volleyball Tournament (herein referred to as "the Activity") which include, but are not limited to bodily injury, property damage, and loss of property sustained during participation in the Activity, and I choose to voluntarily participate in the Activity with full knowledge that the Activity may expose me to such dangers and risks. I THEREFORE AGREE TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL SUCH DANGERS AND RISKS to which I may be exposed as a result of participating in the Activity. As consideration for being allowed to participate in the Activity, which is sponsored by Abilene Chamber of Commerce Convention & Visitors Bureau (ACVB), I HEREBY RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY ACVB (and its Board of Directors, officers, employees, agents, volunteers and students) from any and all liability, claims, demands, suits, costs, and charges, in connection with or arising out of the Activity, including, but not limited to, any serious bodily injury, medical care received following an injury, death or property damage sustained by myself or others, except for loss, harm, or injury caused by gross negligence or intentional misconduct by (and its Board of Directors, officers, employees, agents, volunteers and students). I further understand and agree that this agreement is to be binding on my family, heirs, assigns, and personal representatives. During the Dig the New Year Volleyball Tournament indicated above, I hereby grant ACVB the right to record my voice and likeness for use in a print or media production and to make unlimited use of the photograph(s), video(s), and/or sound recording(s) of me. I understand the photograph(s), video(s), and/or sound recording(s) of me may be published or distributed by means of a print publication, the internet, videotape, DVD, broadcast, podcast, cablecast, film or any similar electronic or mechanical method. I understand that I do not own the copyright of the photograph(s), video(s), and/or sound recording(s) of me, and waive any right to inspect or approve the final use(s) of the photograph(s), video(s), and/or sound recording(s). This agreement is governed by Texas law, and I understand that this agreement is intended to be as broad and inclusive as is permitted by Texas law. If any portion of this agreement is invalid, I agree that the remaining provisions shall continue to be in full force and effect.

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**ASSUMPTION OF RISK/WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of ACVB Dig the New Year Volleyball Tournament and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ACVB Board of Directors, officers, officials, agents, volunteers, students and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**FOR PARTICIPANTS OF MINORITY AGE (18 AND UNDER AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**I certify that I am at least 18 years old or if I am not yet 18, that my parent or guardian has read this agreement and signed below. I have read this agreement, I understand it, and I agree to be bound by all the terms.**

Name of participant:

Participant signature if over 18

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\_\_\_\_\_

Name of parent/guardian

Parent/guardian signature

\_\_\_\_\_

\_\_\_\_\_

Date signed: \_\_\_\_\_