

New Town Fitness, LLC/New Town Volleyball

All players participating in any volleyball leagues, open play, or tournaments with New Town Fitness, LLC/New Town Volleyball are required to fill out this waiver and sign before play begins. If the player is a minor then their parent or legal guardian must also fill out and sign this waiver.

WAIVER/RELEASE FORM

I, by signing below, desire to participate or allow my minor child/ward to participate in the volleyball activities at New Town Fitness, LLC/New Town Volleyball. I voluntarily release New Town Fitness, LLC/New Town Volleyball and its staff and employees from any and all responsibility, liability, claims, demands or causes of action, on account of injuries or problems of any nature, which may arise as a result of my participation in the above stated activity including such Claims which allege negligent acts or omissions of New Town Fitness.

CODE OF CONDUCT

I agree to act in a responsible manner, upholding all aspects of good sportsmanship. I will abide by all the rules of the game, playing fairly and honestly and using good judgment when approaching an official. I also understand that this is a family establishment and that foul language will not be tolerated.

RULES & REGULATIONS

I understand that New Town Fitness, LLC/New Town Volleyball does not allow outside food or beverage or coolers. I understand that I must sign a release form before engaging in any volleyball activity. I understand that if the above rules and regulations are not followed, New Town Fitness, LLC/New Town Volleyball owners and managers reserve the right to disqualify teams and/or tournament play. Any person who does not respect the facility rules will be asked to discard the requested materials or asked to leave. I agree that these regulations are set to protect both the facility and the players in order to create the safest environment.

I understand the rules and regulations of New Town Fitness, LLC/New Town Volleyball, the code of conduct and the release of liability and agree to uphold all that is stated above:

Waiver/Release for Communicable Diseases Including COVID-19

Assumption of Risk / Waiver and Release of Liability

In consideration of being allowed to utilize the facilities at New Town Fitness LLC/New Town Volleyball, The undersigned acknowledges and agrees that:

Utilization of the facilities at New Town Fitness LLC/ New Town volleyball includes possible exposure to and illness from infectious diseases including, but not limited to COVID-19. New Town Fitness LLC/ New Town Volleyball will follow rules and policies constant with local, state, and federal health guidelines. While rules, policies and personal discipline may reduce this risk, the risk of serious illness and death does exist:

I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my utilization of the facilities.

I willingly agree to comply with state or posted terms, rules, and conditions for utilizations of facilities relating to

the protection of other players and staff of New Town Fitness LLC/New Town Volleyball against infections diseases and COVID-19. I acknowledge that my failure to follow those terms, rules, and conditions may result in my not being allowed to utilize the facilities, in the sole discretion of New Town Fitness LLC/ New Town Volleyball. Further, if I observe any unusually or significant hazard or failure to comply with the rules imposed during my presence at the facilities, I will bring same to the attention of the nearest staff member immediately; and to the fullest extent permitted by law, I, for myself and on behalf of my heirs, assigns, personal representatives

and next of kin, hereby fully release, waive and forever discharge New Town Fitness LLC/New Town Volleyball and their respective officers, directors, officials, agents, employees, and/or independent contractors, from any and all claims, losses, damages, costs, and expenses of any kind or nature with respect to any illness, disability, death, or any other injury to person or property, resulting from any infectious diseases, including but not limited to COVID-19, that I am exposed to or contract while using or being on the New Town Fitness LLC/New Town Volleyball facilities.

I have read this waiver and 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 it freely and voluntarily without and inducement.