

# **WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

This Waiver, Assumption of Risk, Release of Liability & Indemnification Agreement (this "Agreement") is a binding agreement with Portland Public Volleyball LLC, an Oregon limited liability company (the "Company") required by the Company as a condition to participate in volleyball games, leagues or tournaments, volleyball instruction or coaching, or similar activities (the "Activities").

By signing this Agreement, each Releasing Party agrees that the waivers, releases, and other terms of this Agreement are binding on each Releasing Party, that the terms of this Agreement are a material condition on the Company's agreement to allow the Participant to engage in the Activities, and that the Company would not allow the Participant to participate in the Activities without the Releasing Parties' acceptance of the terms of this Agreement.

## **1. Assumption of Risks.**

Each Releasing Party acknowledges and understands that THE ACTIVITIES CAN BE HAZARDOUS AND INVOLVES THE RISK OF PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH. Each Releasing Party understands the dangers and risks of the Activities and assumes all risks and dangers that are related to or may result from the Activities, including but not limited to: falling, slipping, tripping, loss of balance, collisions, injuries, Participant or another acting in a negligent or reckless manner that may cause and/or contribute to injury to Participant or others, storms and other adverse weather conditions, slick or uneven surfaces, holes, rocks, trees, marked and unmarked obstacles or dangers, equipment failure, equipment malfunction, equipment damage, Participant's improper use of equipment, limited access to and/or delay of medical attention, Participant's health condition, injuries that may result from strenuous activity, fatigue, exhaustion, dehydration, hypothermia, and mental distress from any of the above.

By signing this Agreement, each Releasing Party recognizes that property loss, injury, serious injury and death are all possible while participating in the Activities. EACH RELEASING PARTY AFFIRMS THAT HE OR SHE RECOGNIZES THE RISKS AND DANGERS, UNDERSTANDS THE DANGEROUS NATURE OF THE ACTIVITIES, VOLUNTARILY CHOOSES TO PARTICIPATE IN SUCH ACTIVITIES, AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

**2. Covenant not to Sue.**

THE RELEASING PARTIES EACH HEREBY AGREE NOT TO SUE THE COMPANY, the owner of the property or facilities where the Activities takes place, or any of their affiliates, successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, managers, members, partners and other related parties (each a "Released Party") for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities and for any property damage (including but not limited to equipment damage).

**3. Release and Indemnity by Releasing Parties.**

EACH RELEASING PARTY AGREES TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY AND/OR CLAIMS FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY ARISING FROM PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.

**SIGNATURE OF PARTICIPANT**

A handwritten signature in black ink, appearing to be 'Test Tester', with a horizontal line extending from the end.

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Participant Name: Test Tester

Date: July 29, 2025

Mailing Address: 1189 NE 89th Ave APT 308

Date of Birth: 1994-03-09

Emergency Contact Name: Alexander Giovanni

Emergency Contact Phone Number: 26897406697