

## VOLLEYBALL OF THE ROCKIES, INC., (d.b.a. "The Island") WAIVER AND RELEASE FORM

The intent of the undersigned, by signing this waiver, is to waive any and all claims for liability for any injury resulting from playing or participating in indoor or outdoor volleyball games organized by Volleyball of the Rockies, Inc. (d.b.a. "The Island"). As well as, any injuries resulting from the use of or as a result of being in the facilities leased and operated by Volleyball of the Rockies, Inc. (d.b.a. "The Island"), and to extinguish liability on the part of Volleyball of the Rockies, Inc. (d.b.a. "The Island"), for negligent acts, or breaches of warranty whether expressed or implied.

The undersigned recognizes that there are inherent risks, which are significant risks, associated with the playing of volleyball indoors or outdoors. Knowing of these inherent risks, the physical exertion and rigors, and the significant risk of physical injury (including, but not limited to, knee injuries, head injuries, back injuries, foot injuries, and internal injuries) involved with indoor or outdoor volleyball, the undersigned certifies that he/she is at least eighteen years of age, and in good physical health, and fully capable of participating in the rigorous activities and conduct associated with indoor or outdoor volleyball. By choosing to play indoor or outdoor volleyball, the undersigned hereby assumes full responsibility for him/herself for any and all bodily injury, death, loss of personal property, and expenses, (including, but not limited to, ambulance services, medical fees and attorneys fees) which may occur as a result of playing indoor or outdoor volleyball. The undersigned expressly acknowledges, and assumes the risk for, all dangerous conditions associated with the playing of indoor or outdoor volleyball. The undersigned waives any and all notice or warning as to the existence of such conditions, including playing field conditions, indoor dust and airborne sand, unpredictable play or behavior from other volleyball players, and weather conditions. Hereby releases Volleyball of the Rockies, Inc. (d.b.a. "The Island"), it's directors, agents, employees, servants, and assigns from any liability with respect to claims, demands, actions or causes of action whatsoever, whether known or unknown, with respect to such notice or warning, regardless of whether such failure to give notice or warning was negligent.

In consideration of services received, the undersigned for himself/herself, and his/her heirs and assigns, hereby releases Volleyball of the Rockies, Inc. (d.b.a. "The Island"), it's directors, agents, employees, servants and assigns from any and all liability for claims, demands or actions or causes of actions whatsoever, whether known or unknown, arising out of any damages, loss, injury or death to undersigned or undersigned's property, while undersigned participates in indoor or outdoor volleyball play organized and offered by Volleyball of the Rockies, Inc. (d.b.a. "The Island"), regardless of whether such loss, damage or injury results from negligence of Volleyball of the Rockies, Inc., (d.b.a. "The Island"), it's directors, agents, employees, servants, and assigns.

The undersigned acknowledges that the playing of indoor or outdoor volleyball and the setting up of equipment used to play indoor or outdoor volleyball, involves the inherent risk of personal injury to any person or group of persons, and the undersigned acknowledges that the playing of volleyball, and the setting up of equipment for playing volleyball, irrespective of the skills of the undersigned or other participants wishing play outdoor volleyball, involves behavior which is unpredictable and not controllable by Volleyball of the Rockies Inc. (d.b.a. "The Island"), it's directors, agents, employees, servants, or assigns. Undersigned expressly assumes such risk, and waives any claims demands actions or causes of actions whatsoever, whether known or unknown for negligence on the part of Volleyball of the Rockies Inc., (d.b.a. "The Island"), it's directors, agents, employees, servants, and assigns with respect to foreseeing, controlling or abating unpredictable behavior or negligent behavior on the part of other volleyball participants, and/or spectators, either during the playing of volleyball or when setting up to play volleyball, or taking the equipment down after playing volleyball.

Volleyball of the Rockies Inc., (d.b.a. "The Island"), provides some, but by no means all, equipment necessary for playing indoor or outdoor volleyball. Volleyball of the Rockies Inc., (d.b.a. "The Island"), provides a net, boundary marking ropes, aluminum or metal poles and ropes used to set the net up, and metal stakes and a hammer used to set certain equipment into the ground. Further, Volleyball of the Rockies Inc., (d.b.a. "The Island") facility provides access to the outdoor areas of The Island facility through large, very heavy moveable doors which may be raised and lowered on pulleys, as well as, the opportunity to use certain furniture and fixtures, such as chairs, benches, and water containers (used for the rinsing off of feet and legs) provided by Volleyball of the Rockies Inc., (d.b.a. "The Island"). Undersigned expressly assumes any risk for any injury or property damage which may be caused by coming into contact with, or being hit by these large, heavy doors, as well any injury or damage caused by the use or the furniture and fixtures, regardless of whether such injury is a result of the negligence of Volleyball of the Rockies Inc. (d.b.a. "The Island"), it's directors, agents, employees, servants, and assigns. Undersigned agree to request help from the staff of Volleyball of the Rockies Inc., (d.b.a. "The Island"), if undersigned needs to come in contact in any way with these large, heavy doors prior to doing so. Regardless, undersigned assumes all risk for any contact with, or being struck by, these large, heavy doors. Further, Volleyball of the Rockies Inc., (d.b.a. "The Island"), or its' directors, agents, employees, servants, and assigns no warranty, either expressed or implied, as to either the completeness of the equipment for purposes of volleyball play, or the fitness of the above-stated equipment or fixtures, and undersigned waives any and all claims as to breach of express or implied warranty for fitness as to either the equipment of the furniture and fixtures. Further, undersigned expressly assumes the risk of playing with and handling of volleyball equipment listed above, recognizing that there is risk of personal injury associated with working with setting up or playing with such equipment, including the risk of lightening strikes as the equipment described in this paragraph will attract lightening. Volleyball of the Rockies, Inc., (d.b.a. "The Island"), does not warrant the safety of the equipment, and undersigned assumes all risk associated with such equipment.

Playing of outdoor volleyball, or indoor volleyball with large open areas to the outdoors, includes inherent risks with respect to varying weather condition and weather is unpredictable. Undersigned assumes all risks associated with weather related accidents or occurrences while playing indoor or outdoor volleyball and releases Volleyball of the Rockies Inc., (d.b.a. "The Island"), it's directors, agents, employees, servants, and assigns from any liability for claims, demands, actions or causes of actions whatsoever, whether known or unknown, indoor dust and airborne sand arising out or weather related occurrences, including, but not limited to, lightening, wind, rain, tornadoes, standing water, wet hills or ground, trees or tree limbs falling, and any other natural occurrences or disaster: further, undersigned waives any claims, demands, actions of causes of actions whatsoever, whether known or unknown, for negligence against Volleyball of the Rockies Inc., (d.b.a. "The Island"), or its' directors, agents, employees, servants, or assigns concerning their acts related to such weather conditions or occurrences.

# The Island 2012 Membership Form

## 2012 Membership Pricing (Membership good from January 1st -- December 31<sup>st</sup>, 2012)

- Renewal Membership from '11 by 12/01/11 \$ 75
- New Membership \$ 120 (See grid below for exact pricing)

**Price includes:** \$10 off Island Leagues, \$5 off Hard Court leagues, \$5 off VOTR grass leagues, \$5 off select Island tournaments, free drop-in (\$5 for Non-Island Members), \$5 off Spalding KOB volleyballs, \$5 off Wilson AVP volleyball, and a % Discount on Island merchandise.

### Waiver Release Form Signature:

X \_\_\_\_\_ Date \_\_\_\_\_  
YOUR SIGNATURE HERE INDICATES YOU HAVE READ AND UNDERSTAND THIS WAIVER OF LIABILITY AND ISLAND RULES AND POLICIES AND THAT YOU HAVE SIGNED IT VOLUNTARILY.

### Island Membership Information (Please Print):

NAME \_\_\_\_\_  
 E MAIL \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, ST, ZIP \_\_\_\_\_  
 PH #'s HOME \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

Until 12/01/11 Renewal \$75  
 New Member Prorated See Grid To The Right \$(\_\_\_\_\_)

Month of Signup	Renewal Membership	New Member Starts Month Purchased
November '11	\$75	\$130
December '11	\$85	\$125
January '12	\$100	\$120
February	See New Member Pricing To The Right	\$115
March		\$105
April		\$100
May		\$90
June		\$85
July		\$75
August		\$70
September		\$60
October		\$55
November		
December	See 2013 Form	Next Year's Fee

### Circle Your Level of Play:

OPEN AA A BB B REC

Name On Card \_\_\_\_\_

Visa, MC, Amex, Disc Credit Card #

\_\_\_\_\_ Exp \_\_\_\_\_

Billing Address Street # & Zip \_\_\_\_\_

Signature \_\_\_\_\_

Office use only below this line.

Entered \_\_\_\_\_

Received \_\_\_\_\_

Revised 10/26/11