



**ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK
REGARDING COVID-19**

A. I, _____; or
(use A if participant is 18 years or older)

B. I/We, _____ being the
parent(s)/legal guardian(s) of _____ (herein
(use B if participant is 17 years or younger)

"my/our child"), hereby acknowledge and agree that, in consideration of:

A. my participation; or

B. the participation of _____
(use B if participant is 17 years or younger)

In volleyball activities ("**Activities**") organized, operated or sanctioned by NextGen Sportz Association or a member of NextGen Sportz Association (each an "**Organizer**"):

1. I/We acknowledge that the World Health Organization has classified the Coronavirus Disease ("**COVID-19**") outbreak as a global pandemic and am/are aware of the risks of COVID-19. I/We specifically acknowledge and agree that I am/we are aware of the risks to personal health, including by the failure to follow physical distancing protocols, flowing from COVID-19, and that I am/we are assuming, on my own behalf and, if signing on behalf of a participant under 18 years, on their behalf, all health risks and adverse health related consequences caused by or arising from engaging in any Activities (the "**Assumed Risks**").
2. I/We acknowledge that the Organizers are implementing the **NexGen Sportz Association Program and COVID-19-Return to Play Protocols** ("**Protocols**") the most recent version of which will be posted from time to time on NextGen Sportz Association website. I/We specifically acknowledge and agree that I am/we are aware of Protocols, that I/we will abide by the Protocols, and that the Protocols are subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time.
3. I/We acknowledge the Organizers may remove any participant or spectator from the facility or from participation in the Activities at any time and for any reason if the Organizer(s) believes, in its sole discretion, that the participant or spectator is no longer in compliance with any of the standards described in the Protocols.
4. I/we hereby release the Organizers, their members, officers, directors, employees, independent contractors, agents, and volunteers ("**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which I/we may suffer arising out of or connected with the Assumed Risks, the content or implementation of the Protocols (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in, the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.



5. I/we do hereby agree to indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by, or on behalf of my/our child, arising out of or connected with the Assumed Risks as they relate to me/us and/or my/our child, the content or implementation of the Protocols as they relate to me/us and/or my/our child, and my/our child's preparation for and/or participation in any of the Activities.

6. And, I/we hereby acknowledge and agree:
 - (a) that I/we understand that none of the Releasees assumes any responsibility whatsoever for my safety or the safety of my/our child during the course of any preparation for or participation in the aforesaid Activities;
 - (b) that I/we will comply with the implementation of the Protocols and that any failure on my/our part (or on the part of my/our child) to comply with the Protocols and their implementation may have consequences (including without limitation a withdrawal of permission for me or my/our child to participate in an Activity or Activities) and could jeopardize relevant insurance coverage;
 - (c) that I/we understand that the implementation of the Protocols may involve the collection, use and disclosure of personal information about me or my/our child and I consent to same;
 - (d) that I/we have carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK that I/we fully understand same, and that I am/we are freely and voluntarily executing same;
 - (e) that I have been given the opportunity and that I am encouraged to seek independent legal advice prior to signing this document;
 - (f) that I understand that the Organizers would not permit me or my/our child to participate in any Activities unless I signed this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK, which applies to all Activities whether occurring in the near or distant future and that the terms of this document need not be brought to my attention each time I participate in a Program in order for it to be effective;
 - (g) that the term Activities as used herein includes, without limiting the generality of that term, training sessions, clinics, leagues and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another.
 - (h) that this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

Date: _____ / _____ /20 ____

Applicant's Signature

(I am 18 years old or older: if not, Parent(s) or Legal Guardian(s) must also sign below)

 Parent's(s') or Legal Guardian's(s') Signature
 Relationship: Parent(s) Legal Guardian(s)