



INJURY RELEASE AND WAIVER

The individual named below (referred to as "I", "me", "my" or "Participant") desires to participate in certain activities or events (the "Activities") provided or hosted by Pittsburgh 3-Rivers Volleyball, Inc. (a.k.a. "P3R") (the "Company") at 200 Phoenix Drive, Finleyville, Pennsylvania 15332 (the "Facility"). As lawful consideration for being permitted by the Company to use the Facility and to participate in the Activities, I agree to all of the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I am also aware and understand that the Company may desire to use and publicize my name, likeness, picture and other personal characteristics and private information for advertising, promotion, and other commercial and business purposes and I hereby give the Company my permission for such use and publicity for such purposes, without additional compensation of any kind.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, partners, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, other fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

By signing below, I acknowledge that I have carefully read and understand the terms of this Agreement.

_____/_____/_____
 Player Name Player Signature Date

REQUIRED IF PARTICIPANT IS UNDER 18:

I am the parent or legal guardian of the minor named herein. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Injury Release and Waiver and agree that both the minor and I shall be bound by all of its terms and conditions

_____/_____/_____
 Parent/Guardian Name Parent/Guardian Signature Date