



## ACTIVITY WAIVER AND RELEASE OF LIABILITY (READ CAREFULLY)

I, the undersigned parent/legal guardian of participating minor or I, as an adult over 18 years of age, acknowledge the participation in the LifeSpring Foundation (*hereinafter referred to as "XZONE"*) program is voluntary and require involvement in activities and events that may require traveling or physical exertion. Such activities may include, but are not limited to: outings, athletic games, local and regional excursions, and meetings. I, as parent/guardian or participant, acknowledge that the participant may suffer property damage, bodily injury, or death. Therefore, in consideration of the participant being allowed to participate in the XZone program activities, I agree to the following:

1. XZone is not responsible for the loss or theft of personal belongings.
2. Misconduct on the part of the participant may result in transportation home from an activity at my expense. Anyone dismissed for a disciplinary reason will not receive a refund of the activity fee and may be asked to discontinue in XZone programs.
3. I, as parent/guardian or participant, understand that, and authorize, the participant's image may be photographed or filmed and may be used in video presentations and/or printed publications, which may include publications on websites owned or maintained by XZone or its affiliate associations.
4. I, as parent/guardian or participant, acknowledge that participant may be asked to wear proper and necessary safety equipment, including, but not limited to, proper headgear, knee, and elbow pads, and used properly by participant in order to take part in XZone sanctioned activities and sporting events.
5. I, as parent/guardian or participant, hereby relinquish any and all liability for any cause of action for personal injury, property damage, or wrongful death occurring to participant arising out of the participation in XZone sanctioned events, activities, or sporting events, including, but not limited to, in-line roller hockey, basketball, volleyball, skateboarding, paintball, airsoft, roller skating, soccer, cheerleading, field hockey, lacrosse, baseball, bmx, aquatics, dodgeball and/or activities incidental to these activities, wherever or however they occur. The terms of this waiver, release, assumption of risk and indemnity agreement shall apply for one (1) fiscal year commencing from June 1<sup>st</sup> - May 31<sup>st</sup> of each year by me, and shall include any and all activities or sporting events the participant takes part in for this period of time, and by this agreement any such claims, rights, and causes of action that participant may have are hereby relinquished and I, as parent/guardian or participant, do so on behalf of myself as parent/guardian or myself as participant, and any heirs, executors, administrators and/or assigns of myself as parent/guardian or of minor-aged participant.
6. I, as parent/guardian or participant, understand, acknowledge and assume all risks inherent in the sanctioned events, activities, or sporting events described in paragraph 5 above, and understand that said events and activities involve risks to participating person including bodily injury, partial or total disability, permanent or partial paralysis, and death, and damages which may result, and that I have full knowledge of said risks, and that these risks and dangers may be caused by the negligence of me, as parent/guardian or participant, or the negligence of other, including the "releasees" identified below. It is further acknowledged that there may be risks and dangers not known to XZone, to us, or are not reasonably foreseeable at this time.
7. I, as parent/guardian or participant, acknowledge and understand and assume the risks, if any, arising from the conditions and use of the sport and event facilities used in XZone-sanctioned activities and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees.
8. **IT IS THE PURPOSE OF THIS AGREEMENT TO EXEMPT, WAIVE AND RELIEVE THE FOLLOWING LISTED RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE AND THE NEGLIGENCE OF THE RELEASEES:** Releasees shall include: XZone, GCA Sports Complex, Guardian Christian Academy, Southside Church of the Nazarene, its affiliate associations, local association, member teams, event hosts, volunteers, other participants, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event or activity and each of their officers, directors, agents, or employees.

9. I, \_\_\_\_\_ (please print name of parent or participant if over 18) AS PARENT/GUARDIAN OR PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ THE ABOVE TERMS AND

**HAVE NOT RELIED UPON ANY REPRESENTATIONS OF RELEASEES, THAT I AM FULLY AWARE OF AND HAVE BEEN ADVISED OF THE POTENTIAL DANGERS OF THE ACTIVITIES AND/OR SPORTING EVENTS DESCRIBED ABOVE, AND SIGN THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT IT IS NECESSARY TO ALLOW THE AMATEUR SPORTING EVENTS DESCRIBED ABOVE TO EXIST IN THEIR PRESENT FORM AND PRESENTATION.**

**GUIDELINES EXPECTED FROM PARTICIPANTS:**

- Respect one another, staff & volunteer leaders
- No alcohol, drugs, tobacco or lighters permitted
- No profanity or indecent bodily gestures
- No fighting, weapons, fireworks, explosives
- Respect facilities & property
- No offensive or immodest clothing (shirts must be worn at all times)
- Participation with the group is expected
- Respect and comply with event schedules
- Any age or grade level indicated for any activities, camps and events must be followed.

**FAILURE TO COMPLY WITH GUIDELINES WILL RESULT IN THE FOLLOWING**  
**however XZone has the right to terminate participation and ban offending individuals**  
**immediately if they see fit:**

- First Offense: Friendly verbal warning
- Second Offense: Asked to leave event, camp or program for the remainder of the day/weekend
- Third Offense: Will result in 30-day dismissal from any XZone-sanctioned activity

**NOTE: TWO SUSPENSIONS FROM ANY EVENT, CAMP OR PROGRAM DURING THE FISCAL YEAR (JUNE 1<sup>ST</sup> – MAY 31<sup>ST</sup>) WILL RESULT IN THE PARTICIPANT BEING ASKED TO LEAVE PERMANENTLY AND WILL NOT BE CONSIDERED FOR REVIEW AND OR RE-INSTATEMENT UNTIL THE NEXT FISCAL YEAR.**

**\*\*Required field:** Below must be filled out by all participants of open gyms/ adult and school leagues/ travel teams/ clubs or any other xzone related sport.

**Volleyball Sports Waiver**

\*\*Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print

\*\*Birthdate \_\_\_\_\_ \*\*Email address: \_\_\_\_\_

please circle:

**\*\* yes / no--An XZone Volleyball Representative can authorize treatment in case of emergency for my child.**

**\*\*In Case of Emergency:**

\*\*Parent/Guardian Name: \_\_\_\_\_ \*\*Emergency Contact No.: \_\_\_\_\_

**I understand and agree to the following:**

· In case of an emergency, if I cannot be reached, those listed as emergency contact numbers have my permission to accept medical treatment on behalf of my child and/or to pick up my child.

**\*\*Parent/Guardian or Participant (18 and over only) Signature: \_\_\_\_\_**  
**(Please note: Parent or guardian MUST SIGN for participants under 18 years of age).**