

**BRADFORD BEACH SAND VOLLEYBALL**  
**Bradford View LLC ("BVLLC")**

**SAND VOLLEYBALL PLAYER AGREEMENT, WAIVER AND RELEASE**

**I, the undersigned player, acknowledge, agree and understand the following:**

- 1.) **Voluntary Participation:** I am at least eighteen (18) years of age, and, to the best of my knowledge, I am in good physical condition and fully experienced and qualified to participate in the activity of sand volleyball (the "Sport"). I elect to participate in the Sport, voluntarily and of my own free will, as a member of a team ("Team") established under the auspices of the \_\_\_\_\_ (the "Tournament").
- 2.) **Injury Hazards and Risks of the Sport:** I understand that the very nature of the Sport of sand volleyball unavoidably involves activities that are hazardous and risky, including but not limited to, the acts of serving, setting, spiking, bumping, and receiving a volleyball, falling, tripping, slipping, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
- 3.) **Other Hazards and Risks:** I understand that there are certain other unavoidable risks and hazards involved in participating in outdoor and physical activities that may also result in injury or death to me or other players, including, but not limited to those hazards associated with weather and playing conditions; the acts or omissions of other players, coaches, officials, fans and other members of the Tournament, Teams and the public; and the design, maintenance and condition of the court, equipment and related facilities maintained by the Tournament at Bradford Beach in Milwaukee Wisconsin (the "Facilities").
- 4.) **Tournament Operations:** The Tournament operates on a limited budget and was established to enable participants such as myself to participate in the Sport, and neither BV LLC nor the Tournament would make the Facilities available for the Sport unless such participants agreed to limit the responsibility and other liability of them pursuant to agreements such as this one.

**Duly mindful of the above, and in consideration for, and as a condition of, being allowed to play on a Team, to participate in the Tournament and to utilize the Facilities, I the undersigned player, agree as follows:**

- 1.) **Duty to Inspect:** I acknowledge that I have a duty to inspect the conditions of the Facilities prior to each game and throughout the game. If I commence or continue to participate in any game or part thereof, I waive any claim for any injury arising from a defective condition of any such Facilities.
- 2.) **Assumption of Risks:** I voluntarily accept and assume all hazards and risks, including, but not limited to, those noted above, related to any of the following:
  - (a) Practicing, or playing as a member of a Team or otherwise with respect to the Tournament,
  - (b) Serving in a non-playing capacity as a Team member or otherwise with respect to the Tournament during practice or play by other Teams or by other players on my Team,
  - (c) As an invitee on any of the Facilities, and
  - (d) Any latent or patent defects of the Facilities.
- 3.) **Rules & Regulations:** I agree to comply with all rules, regulations and other policies and procedures of BVLLC and the Tournament in effect from time to time.
- 4.) **Assumption of Responsibility:** I voluntarily assume full responsibility for any personal injury or property damage caused or suffered by me through my utilization of the Facilities or other participation in the Tournament, and hereby agree to indemnify and hold the Released Parties described below harmless from and against any and all liability and other costs (including reasonable attorneys' fees) resulting from my intentional or otherwise wrongful behavior in connection with the Tournament and/or the Facilities.
- 5.) **Release, Waiver, Discharge and Covenant not to Sue:** I release, waive, discharge and covenant not to sue BVLLC, the Tournament and any of their respective parent or other affiliates, and the owners, officers, directors, agents, servants, and employees of all such entities (individually and collectively the "Released Parties") from any and all liability, claims, demands, causes of action, damages, losses, costs and expenses (including reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Tournament and/or utilization of the Facilities, including claims for Liability caused in whole or in part by the negligence, omission, breach of contract or wrongful conduct of the Released Parties. It is my expressed intent that this release, waiver, discharge and covenant not to sue shall be binding upon my heirs, assigns, successors and personal representatives.

**I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, AND HEREBY ACCEPT ITS TERMS.**

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PLAYER'S PRINTED NAME

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DATE SIGNED

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PLAYER'S SIGNATURE