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**ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY,**

**AND AGREEMENT TO ARBITRATE**

|  |
| --- |
| I, Parent / Legal Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Player’s name), and acting on behalf of myself individually, the Player, the Player’s other parent or legal guardian, our next of kin, heirs, beneficiaries, executors, representatives, agents, and assigns (collectively, “I”), understand and agree that participating in volleyball as a sport is an extreme test of a person's physical and mental limits, and that accordingly, Player’s participation in a volleyball event is high risk and can cause or may lead to physical and/or mental injury, death, and property damage. I fully understand this risk and its potential consequences, and voluntarily give permission for Player to participate in same, and fully assume all related and consequential associated risks.  I agree to **fully release and forever discharge** **Louisville Fury, LLC** and all of its principals, agents, attorneys, employees, independent contractors, officers, directors, members, managers, insurers, successors, landlords, and assigns, in both their individual and/or associated capacity with the Club, (collectively, “Louisville Fury”), of and from any and all allegations, causes of action, damages or demands, of any kind or character, including but not limited to any and all claims that are in any way related to or arise out of injuries or injurious results to Player, Player’s parent and/or family member, whether physical, mental, emotional, property, or of any other nature whatsoever, and/or that are in any way related to Player’s participation in volleyball with or through the Club – and regardless of whether such claims are direct or indirect or known or unknown at the time of my signing. |

***I agree that any and all disputes I may have arising out of or related to Player’s participation and membership in Louisville Fury shall be submitted to FINAL and BINDING ARBITRATION to take place in Jefferson County, Kentucky. I voluntarily WAIVE ANY AND ALL RIGHTS I MAY HAVE TO HAVE MY CLAIM PRESENTED TO A JUDGE OR JURY IN COURT.***

This document shall be governed by and construed in accordance with Kentucky law.

**I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS FORM. I HAVE AUTHORITY TO ENTER INTO AND EXECUTE SAME. I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOOSING.**

**PLAYER PARENT / LEGAL GUARDIAN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)