

## ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

I \_\_\_\_\_, the parent/legal guardian of \_\_\_\_\_ (“the Minor Participant”) do hereby acknowledge and agree to the following with regard to the activities listed below:

1. Authority. The undersigned represents and agrees that he/she is the parent or legal guardian of the Minor Participant; that he/she has full legal authority to act on behalf of the Minor Participant; and that he/she agrees to assume the risk(s) of the Minor Participant’s attendance at activities at, with, or on behalf of, St. John Vianney High School (“SJV”) and its employees, agents, and/or volunteers, , including but not limited to Steven DiMezza, President, The Diocese of Trenton, and, the Most Reverend David M. O’Connell, CM, Bishop of Trenton.
2. Activity. The undersigned represents and agrees that he/she gives permission for the Minor Participant to attend the following event and/or activity:  
Volleyball Clinic (the “Event” or “Activity”).
3. Assumption of Risk. The undersigned knowingly and freely assumes all risks associated with participation in the Event and assumes full responsibility of participation, even if such risks arise from the negligence of SJV, its agents, directors, officers, employees, and/or volunteers, including but not limited to Steven DiMezza, President, The Diocese of Trenton, and, the Most Reverend David M. O’Connell, CM, Bishop of Trenton.
4. Indemnification. The undersigned agrees to indemnify, defend, and hold harmless SJV, its employees, agents, directors, officers, employees, and/or volunteers, including but not limited to Steven DiMezza, President, The Diocese of Trenton, and, the Most Reverend David M. O’Connell, CM, Bishop of Trenton (the “Indemnitees”) from and against any and all claims, demands, and causes of action, or possible causes of action, arising out of or related to any loss, damage, or injury that may be sustained by the Minor Participant while participating in, or traveling to/from, the Event. Likewise, the undersigned agrees to waive any and all personal claims, demands, and causes of action, or possible causes of action, known or unknown related to the Event against the Indemnitees. This indemnification includes the obligation to pay and/or reimburse the Indemnitees for any fees or costs (including but not limited to attorney’s fees and/or court costs) incurred in defending any and all claims, demands, or causes of action.
5. **WAIVER AND RELEASE**. **In further consideration for being permitted to attend the Event, the undersigned, on behalf of himself or herself, and the Minor Participant, as well as his/her heirs, assigns, personal representatives and next of kin, HEREBY RELEASES AND HOLDS HARMLESS SJV, its agents, directors, officers, employees, and/or volunteers, including but not limited to Steven DiMezza, President, The Diocese of Trenton, and, the Most Reverend David M. O’Connell,**

**CM, Bishop of Trenton (collectively the “Releasees”) WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. This WAIVER applies to any and all claims, demands, and/or causes of action related to travel to and/or from the Event or Activity, and regardless if the Event or Activity occurs at SJV or elsewhere. The undersigned further agrees to grant permission to SJV to use, without fee, the undersigned and/or the Minor Participant’s name, image, and/or likeness in any form for promotional and/or marketing purposes.**

6. Compliance. The undersigned agrees that he/she, as well as the Minor Participant must comply with all of SJV’s terms for participation, as well as all local, state, and federal guidelines with regard to participation in the Event, including but not limited to all traffic safety laws and regulations.
  
7. Governing Law. If any section, paragraph, clause or provision of this assumption of the risk, waiver of liability and release agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this assumption of risk, waiver of liability and release agreement, the intent being that the same are severable. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey without regard to conflicts of law principles.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF AND/OR ON BEHALF OF THE CHILD OR MINOR PARTICIPANT IDENTIFIED BELOW, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

CHILD / MINOR PARTICIPANT

Name: \_\_\_\_\_

Event or Activity: Volleyball Clinic

Date of Birth: \_\_\_\_\_

PARENT / LEGAL GUARDIAN:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_