PARKSTONE ATHLETICS LLC d/b/a FISSION VOLLEYBALL CLUB

INDEPENDENT CONTRACTOR COACHING ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This **INDEPENDENT CONTRACTOR COACHING ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____ 20___, by and between Parkstone Athletics LLC d/b/a Fission Volleyball Club's ("Fission Volleyball Club") and _____ ("the Undersigned").

I. **ASSUMPTION OF INHERENT RISKS.** The Undersigned understands that certain inherent risks, known and unknown, are associated with their participation as a Coach in sports and/or athletic training and coaching of same include but are not limited to (1) common minor risks such as property damage, minor muscle strains, muscle sprains, muscular fatigue, cuts, bruising, being struck by moving objects or fellow players, and post-exercise soreness, (2) more serious risks such as joint injuries, torn muscles, heat-related illnesses, eye injuries, concussions, broken bones, neck injuries and back injuries, and (3) catastrophic risks, although remote, such as strokes, heart attacks, traumatic brain injuries, paralysis, permanent disability, dismemberment, or death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (collectively, "Risks"). All of these Risks will be present in the activities that the Undersigned will be participating in including but not limited to, organized training, fitness tests, competitions or tournaments, observation, use of facilities or equipment, shower/locker room area, and travel to and from Fission Volleyball Club-related activities ("Fission Volleyball Club Activities"). The Undersigned understands the inherent risks and types of injuries that may occur to the Undersigned as a result of participation as a Coach during Fission Volleyball Club Activities. The Undersigned hereby asserts that the approval to allow the Undersigned to participate as a Coach in Fission Volleyball Club Activities is voluntary and that the Undersigned knowingly assumes all inherent risks of the Undersigned's participation as a Coach in Fission Volleyball Club Activities.

II. **TRAVEL:** The Undersigned consents to participation in traveling with Fission Volleyball Club to and from Fission Volleyball Club Activities, and acknowledges that Undersigned's participation in travel may involve dangers of serious injury (including death) from losses which may result not only from the Undersigned's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others. The Undersigned further acknowledges that these dangers cannot be entirely eliminated, even with the exercise of reasonable care by Fission Volleyball Club including its employees, coaches or volunteers. This includes all travel to and from Fission Volleyball Club Activities arranged by Fission Volleyball Club, including but not limited to all transportation by plane, boat, train, van, car, airline and/or chartered plane paid either by the Undersigned or travel paid or reimbursed by Fission Volleyball Club.

The Undersigned agrees that, as a Coach for Fission Volleyball Club, they will not transport any Athlete in their personal vehicles unless prior written consent is obtained from parent(s) or guardian(s) by execution of an "Agreement for Minor to Travel with an Unrelated Adult" form and approval is granted by Fission Volleyball Club Leadership.

The Undersigned further agrees that, as a Coach for Fission Volleyball Club, they are prohibited from sharing lodging accommodations with any Athlete unless prior written consent is obtained from parent(s) or guardian(s) by execution of an "Agreement for Minor to Travel with an Unrelated Adult" form and approval is granted by Fission Volleyball Club Leadership. Coaches and Athletes of different genders are prohibited from sharing lodging accommodations under any circumstances.

III. <u>WAIVER OF LIABILITY.</u> In consideration of the Undersigned's voluntarily participation as a Coach for Fission Volleyball Club Activities and use of the property, facilities, and services of Fission Volleyball Club, the Undersigned, their personal representatives, heirs, executors, administrators, assigns, and successors, **DOES HEREBY RELEASE, WAIVE, AND DISCHARGE** any and all claims of liability arising from the negligence of Parkstone Athletics LLC d/b/a Fission Volleyball Club, and all those associated with Parkstone Athletics LLC d/b/a Fission Volleyball Club, in the past, at present, or in the future, and any other parent, subsidiary and affiliate corporations, directors, officers, members, shareholders, employees, coaches, volunteers, independent contractors, partners, attorneys, representatives, principals, agents, and any of the heirs, executors, administrators, assigns, and successors of the foregoing, or any other persons, firms, or corporations liable or who might be claimed to be liable in any manner (hereinafter collectively referred to as "Releasees"). This Agreement to release, waive, and discharge is intended to include all claims for personal injuries (including death), accidents, illnesses, or property loss, whether known or unknown, or anticipated or unanticipated, which are in any way related to or associated with the Undersigned's participation as a Coach for Fission Volleyball Club Activities. This waiver applies to: (1) all costs related to such medical treatment for or other damages related to personal injury, including but not limited to those Risks outlined in Section I of this Agreement, to the Undersigned arising from participation as a Coach for Fission Volleyball Club Activities; and (2) any and all claims resulting from the damage to, loss of, or theft of the Undersigned's property.

IV. <u>MEDIA/PHOTOGRAPHY RELEASE.</u> The Undersigned, their personal representatives, heirs, executors, administrators, assigns, and successors, understands that the Undersigned may be recorded, including in photographs, video recordings, audiotapes, digital images, other media, and the like taken, made or otherwise recorded ("Recordings") in connection with their participation as a Coach for Fission Volleyball Club Activities. The Undersigned further agrees that the Undersigned's name, image, likeness, voice, athletic coaching and/or performance, biographical information and/or appearance (in any form without regard to distortions of character, form, or color, or any other alteration) in such Recordings may be used for creation, distribution, marketing, advertising, sponsorship, promotion, broadcasting, programming, social media content, and publication of Fission Volleyball Club, or any other parent, subsidiary and affiliate corporations, related marketing content in print and/or electronically, including on any Fission Volleyball Club, or any other parent, subsidiary and affiliate corporations, owned websites and/or social media accounts. The Undersigned acknowledges they will not receive any current or future compensation for the use of such Recordings of the Undersigned's name, image, voice, athletic coaching and/or performance, biographical information and/or appearance for marketing and/or any other purposes related to Fission Volleyball Club, or any other parent, subsidiary and affiliate corporations.

In consideration of the Undersigned's voluntarily participation as a Coach for Fission Volleyball Club Activities and use of the property, facilities, and services of Fission Volleyball Club, the Undersigned,

their personal representatives, heirs, executors, administrators, assigns, and successors, **DOES HEREBY RELEASE, WAIVE, AND DISCHARGE** Releasees from any and all claims and demands arising in the past, at present, or in the future, out of or in connection with the use of my name, image, voice, athletic coaching and/or performance, biographical information and/or appearance, including any and all claims for compensation, invasion of privacy, right of publicity, misappropriation or misuse of image

V. **EMERGENCY MEDICAL TREATMENT.** The Undersigned authorizes Fission Volleyball Club representatives to obtain necessary emergency medical treatment for the Undersigned in the event of an injury or illness during participation in Fission Volleyball Club Activities. This authorization includes, but is not limited to, consent for transportation to a medical facility, administration of first aid, and any other necessary medical procedures. The Undersigned understands that they will be solely responsible for any medical expenses incurred for necessary medical treatment of themselves.

VI. **COVENANT NOT TO SUE.** In consideration of the Undersigned's voluntarily participation as a Coach for Fission Volleyball Club Activities and use of the property, facilities, and services of Fission Volleyball Club, the Undersigned, their personal representatives, heirs, executors, administrators, assigns, and successors, does hereby further covenant and agree that they will never in the future institute, prosecute, or in any way aid in the institution or prosecution of any claim, complaint, suit, action or cause of action, in law or in equity, against any of the Releasees for or on account of any liability, damage, loss, injury, cost, or expense whether known or unknown, past, present, or future, in consequence of or related to the Undersigned's participation as a Coach for Fission Volleyball Club Activities. This Agreement applies to: (1) all costs related to such medical treatment for or other damages related to personal injury, including but not limited to those Risks outlined in Section I of this Agreement, to the Undersigned arising from participation as a Coach for Fission Volleyball Club Activities; and (2) any and all claims resulting from the damage to, loss of, or theft of the Undersigned's property.

VII. **INDEMNIFICATION AND HOLD HARMLESS.** The Undersigned, their personal representatives, heirs, executors, administrators, assigns, and successors, also agrees to hold harmless, defend and indemnify (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) Releasees or any other person or entity associated in any way with the ownership, operation or affiliation with recreational facilities and the creation, production or distribution of Fission Volleyball Club-related marketing content on any Fission Volleyball Club-owned websites and/or social media accounts, from any and all claims, demands, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Releasees as the result of the Undersigned's voluntarily participation as a Coach for Fission Volleyball Club Activities. This Agreement applies to: (1) all costs related to such medical treatment for or other damages related to personal injury, including but not limited to those Risks outlined in Section I of this Agreement, to the Undersigned arising from participation as a Coach for Fission Volleyball Club Activities; and (2) any and all claims resulting from the damage to, loss of, or theft of the Undersigned's property.

VIII. **INSURANCE.** The Undersigned acknowledges that Fission Volleyball Club does not carry insurance on behalf of the Undersigned. The Undersigned hereby certifies that they are covered by a 24-hour health and/or accident insurance policy.

IX. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Georgia.

X. MANDATORY ARBITRATION. The Undersigned expressly agrees that all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Georgia. The Undersigned expressly agrees that this Section of the Agreement requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial. In the event a party fails to proceed with Arbitration, the other party is entitled to costs of suit including a reasonable attorney's fee. An award of Arbitration may be confirmed in a court of competent jurisdiction.

XI. SEVERABILITY. The Undersigned expressly agrees that if any portion of the Agreement is held invalid, that the remaining portions of the Agreement shall continue in full legal force and effect. Additionally, the Undersigned further specifically agrees that the Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and, that if any portion of the Agreement is held invalid, that portion of the Agreement shall be interpreted and construed to afford as much protection to Releasees as permitted by the laws of the State of Georgia.

XII. AMENDMENTS. No amendments, modifications or additions to this Agreement shall be binding unless in writing and signed by both Parties, except as herein otherwise provided.

XIII. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, and each of such counterparts shall together constitute but one and the same agreement.

XIV. ACKNOWLEDGMENT OF UNDERSTANDING. The Undersigned certifies that they are eighteen (18) years or older. The Undersigned hereby acknowledges that they received a copy of the Agreement, that they have read all pages of the Agreement, and that Fission Volleyball Club encouraged the Undersigned to consult with an attorney prior to executing the Agreement. The Undersigned represents and acknowledges that the provisions of this Agreement are contractual, and are not merely recitals, that they understand it fully, and that they are executing the same of their own free will and as their voluntary act and deed.

THE UNDERSIGNED UNDERSTANDS THAT THEY ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THEY ARE SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE, WAIVER, AND DISCHARGE OF ALL CLAIMS OF LIABILITY DUE TO ORDINARY NEGLIGENCE BY RELEASEES OR THE RISKS OF FISSION VOLLEYBALL CLUB ACTIVITIES, TO THE GREATEST EXTENT ALLOWED BY LAW IN THE STATE OF GEORGIA.

_____

Coach's Name

_____

Coach's Signature

_____

Date