

**INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (the "Agreement") made as of this   1st   day of   October, 2019   (the "Execution Date"), till September 30<sup>th</sup>, 2020

**BETWEEN:** Administrative Team of **Sailor Nation** Volleyball and/or Basketball Club and/or Softball Club (the "Indemnitee") and **PARENT(s)** OF:

\_\_\_\_\_ (the "Indemnifier")

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the Indemnitee ("Released Parties").

"Activity" means the following:

Sailor Nation Volleyball and/or Basketball Club and/or Softball Club (SN) will hold practices, open gyms, and attend tournaments from 4<sup>TH</sup> quarter 2018 through 4th quarter 2019. SN requires all players and non-athletes involved in coaching or administration to obtain AAU membership which, among other things, provides insurance protection. The Indemnitee wishes to be indemnified against any and all liability that may result during the club season.

- 2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
- 3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
- 4. I have carefully read and reviewed this Waiver, Release And Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Parent's Printed Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_