ROSTER/AGREEMENT

Team Captain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount Owed:\_\_\_\_\_\_\_\_\_\_\_

Team Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

Night/Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned hereby agree, acknowledging receipt of due consideration hereof, that we (i) assume all risks in connection with our participation, activities, omissions and presence at Volleyball Beach, (ii) waive and release KCVB, LLC, and its officers, owners, employees, agents, contractors, and invitees (together, the “KCVB Parties”) from any and all claims, actions, liabilities, damages, and expenses (together, “Claims”) we have or may have against the KCVB Parties, including, without limitation, those based on actual or alleged negligence, gross negligence, or intentional misconduct, and/or those involving the consumption of alcohol, now or any time in the future and regardless of whether the Claims arise at Volleyball Beach, or the contraction of any disease or infection such as the coronavirus; (iii) and not the KCVB Parties, are fully responsible for any guests, teammates and minors attending Volleyball Beach at our request or with us or third parties harmed by us, we shall indemnify the KCVB Parties from any Claims brought by such parties, and further agree that the foregoing waiver and release of the KCVB Parties applies to any Claims sought by our guests and minors; (iv) shall pay for any property damage or loss we directly or indirectly cause in whole or in part at Volleyball Beach; (v) shall not directly or indirectly own, or operate, a sand volleyball business in the Kansas City metro area south of I-70 for a period of three years following the execution of this agreement; and (vi) consent to our photographs and likenesses being utilized publicly for Volleyball Beach purposes such as advertising, social media and webpage content.

Name Signature Phone No. Email (optional)

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