

2016 Shiner High Volleyball Camp

Grades 9-12

July 14-16th

8a.m.-11a.m.

Shiner High Gym

\$85

Directed by Coach Brian Froebel

Camper Registration

Camper Name (Last) _____ (First) _____

Age: _____ Date of Birth: ____/____/____ Position: _____ Height: _____

Address: _____ City: _____ State: ____ Zip: _____

Email: _____ Parent/Guardian Name: _____

Home Phone: (____) _____ Cell Phone (____) _____

School Name: _____ Grade in Fall: _____

Emergency Contact: _____ Relationship: _____

Home Ph: _____ Cell Ph: _____

T-Shirt Size: yS yM yL S M L XL

Camper will receive a camp T-shirt
Registration must be received at least two weeks prior to camp to receive a Shirt

C o n t a c t I n f o

Phone: 979-525-1274
1307 Carroll Dr.
Yoakum, TX 77995
brianeal7@hotmail.com

VOLLEYBALL CAMP
RELEASE OF LIABILITY
AND HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of Brian Froebel Volleyball Camp, Brian Neal Froebel, Brian Froebel Volleyball Camp Staff (here in after collectively referred to as the "Released Parties") teaching and/or providing direction, instruction, training, practice, supervision and/or equipment, premises and facilities for the teaching of Volleyball Skills to _____ (Print Camper Name), the minor child of _____ (Print), I individually and on behalf of my minor child and our respective heirs, spouses, siblings, successors, executors, administrators, agents, servants, employees, representatives, assigns and beneficiaries (both statutory and at common law) (hereinafter collectively referred to as the "Participant") pursuant to the terms of this Release of Liability and Hold Harmless and Indemnity Agreement and any and all attachments hereto (the "Agreement"), hereby agree as follows:

The term "**Volleyball Skills**" includes but is not limited to all activities, either directly or indirectly, associated with or in any way involved in the teaching, monitoring, supervising, directing, instructing, guiding, aiding or assisting in any manner, method or style, either directly or indirectly, the **Participant** in volleyball; volleyball basics, skills, techniques, strategies and/or plays; athletic movements, conditioning and/or strengthening; and the use and existence of and/or presence in various equipment, gear, premises and/or facilities. Initial here []

The term "**Released Parties**" includes but is not limited to the following: Froeb's Volleyball Camp, Brian Neal Froebel, Katelyn Paige Rohan, Jenna Braden, Alvin Mumphord III, Yoakum ISD, Hallettsville ISD, Shiner ISD, Columbus ISD, St. Anthony's Catholic School, Caldwell ISD, Southern Swing Volleyball Club, Victoria College, El Campo ISD; individually, and their respective heirs, spouses, children, parents, siblings, successors, executors, administrators, assigns, beneficiaries, associated entities, officers, directors, shareholders, trustees, partners, members, operators, representatives, agents, invitees, guests, licensees, employees, servants, or attorneys; as well as any person, party or entity claiming by, through, for or under said party. Initial here []

1. This Agreement is made in contemplation of **Participant** engaging in Basic Volleyball Skills as defined herein. **Participant** recognizes that Basic Volleyball Skills involve intrinsic dangers and that bodily injury which may include broken bones, internal injuries, dismemberment, disfigurement, temporary or permanent disability, and death could result from participation in said activities. **Participant** further recognizes that Basic Volleyball Skills includes strenuous athletic endeavors by **Participant** and others. In consideration thereof, **Participant** certifies that he/she knows, understands and appreciates the scope, nature and extent of these risks involved in the activities contemplated by this Agreement and voluntarily and freely chooses to incur such risks without any limitations. **Participant** further certifies that _____ (Print Minor Child's Name) is not presently under any form of infirmity, disability or physical or mental disorder that could affect his/her safety or the safety of others while engaging in Basic Volleyball Skills, except those listed below. Initial here []

(List any infirmity, disability or physical or mental disorder. If none, state "None")

2. **RELEASE FROM LIABILITY:** Participant hereby exempts, releases and discharges, clearly, irrevocably, and without limitation, any and all of the Released Parties from any and all liability, and/or the payment of any judgments, executions, debts, damages, attorney's fees and expenses, liens, charges or expenses of any kind or character, incurred by or on behalf of Released Parties as a result of any and all claims, demands, actions, cross-actions, counter-claims, third-party claims or claims or causes of action of every kind and nature whatsoever, whether known or unknown, asserted or unasserted, and arising out of, either directly or indirectly, any damage, loss, injuries or death to Participant, Released Parties, any third party, Participant's property, or property of Released Parties or a third party which is in the possession, control or use of the Participant, which may occur at any time, now or hereafter, during, either directly or indirectly, Participant, Released Parties or any third party's participation in Basic Volleyball Skills; or Participant, Released Parties or any third party's possession, condition, operation, management, supervision, ownership, control or maintenance of the premises, facilities and/or equipment owned, occupied, managed, operated, utilized, leased, used or possessed, with or without permission, by Participant, any of the Released Parties or any third party, **WHETHER SUCH LOSS, DAMAGE, INJURY, DEATH OR PROPERTY DAMAGE RESULTS FROM THE SOLE OR CONTRIBUTORY NEGLIGENCE, NEGLIGENCE PER SE, STRICT PRODUCTS LIABILITY, PREMISES LIABILITY, GROSS NEGLIGENCE, OR ANY OTHER FAULT OF PARTICIPANT, ANY OR ALL OF THE RELEASED PARTIES OR ANY THIRD PARTY.** This Release Agreement specifically includes all claims, demands, actions or causes of action for subrogation, contribution or indemnity, brought by, for or on behalf of Participant. Participant intends this Release Agreement to be as broad and comprehensive as possible, so that Released Parties shall never be liable to Participant. Participant specifically agrees to also be liable and pay for all reasonable attorneys fees and costs, at all trial and appellate levels, incurred by any Released Party sued or otherwise threatened with exposure to liability in contravention of this Release Agreement. Initial here []

3. **COVENANT NOT TO SUE:** Participant agrees never to institute any suit or action at law or equity, or otherwise make any claims; to initiate, assist in, encourage or promote the prosecution of any claim for damages, losses, injuries or death to or of anyone or their property; or to participate in any other cause of action against any of the Released Parties which may arise, either directly or indirectly, as a result of Participant, Released Parties or any third party's participation in Basic Volleyball Skills; or Participant, Released Parties or any third party's possession, condition, operation, management, supervision, ownership, control or maintenance of the premises, facilities and/or equipment owned, occupied, managed, operated, utilized, leased, used or possessed, with or without permission, by Participant, any of the Released Parties or any third party even if caused by the **SOLE OR CONTRIBUTORY NEGLIGENCE, NEGLIGENCE PER SE, STRICT PRODUCTS LIABILITY, PREMISES LIABILITY, GROSS NEGLIGENCE, OR OTHER FAULT OF PARTICIPANT, ANY OR ALL OF THE RELEASED PARTIES OR ANY THIRD PARTY.** Initial here []

4. **ASSIGNMENT OF CLAIMS.** Any and all claims, demands, actions, cross-actions, counter-claims, third-party claims or other claims or causes of action not herein released are expressly, specifically and unconditionally assigned, in their entirety, to Released Parties by Participant. Initial here []

5. **INDEMNITY AND HOLD HARMLESS AGAINST THIRD PARTY CLAIMS:** Participant shall indemnify, defend, save and hold the Released Parties harmless from and against any and all liability, and/or the payment of any judgment, executions, debts, damages, attorney's fees and expenses, liens, charges or expenses of any kind or character incurred by or on behalf of Released Parties as a result of any and all claims, demands, actions, cross-actions, counter-claims, third-party claims or claims or causes of action of every kind and nature whatsoever, whether known or unknown, asserted or unasserted, against Released Parties and arising out of, either directly or indirectly, any damage, loss, injuries or death to or of anyone or their property, which may occur at any time, now or hereafter, as a result of Participant, Released Parties or any third party's participation in Basic Volleyball Skills; or Participant, Released Parties or any third party's possession, condition, operation, management, supervision, ownership, control or maintenance of the premises, facilities and/or equipment owned, occupied, managed, operated, utilized, leased, used or possessed, with or without permission, by Participant, any of the Released Parties or any third party. **THIS INDEMNITY AND HOLD HARMLESS SPECIFICALLY INCLUDES ANY CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING FROM OR ALLEGING, EITHER DIRECTLY OR INDIRECTLY, SOLE OR CONTRIBUTORY NEGLIGENCE, NEGLIGENCE PER SE, STRICT PRODUCTS LIABILITY, PREMISES LIABILITY, GROSS NEGLIGENCE OR ANY OTHER FAULT ON THE PART OF PARTICIPANT, ANY OR ALL OF THE RELEASED PARTIES OR ANY THIRD PARTY.** This indemnity and hold harmless includes any claims, demands, actions and causes of action for subrogation, contribution and indemnity against Released Parties. Participant further warrants that he/she shall, as a part of his/her indemnification obligation herein, pay and/or reimburse the Released Parties for any expenses whatsoever, including but not limited to reasonable attorneys fees and costs, at all trial and appellate levels, incurred by the Released Parties in connection with any action brought against Released Parties as a result of Participant, Released Parties or any third party's participation in Basic Volleyball Skills; or Participant, Released Parties or any third party's possession, condition, operation, management, supervision, ownership, control or maintenance of the premises, facilities and/or equipment owned, occupied, managed, operated, utilized, leased, used or possessed, with or without permission, by Participant, any of the Released Parties or any third party. Initial here []

6. **ASSUMPTION OF RISK:** Participant understands and acknowledges that Basic Volleyball Skills are inherently dangerous and **EXPRESSLY, VOLUNTARILY AND IRREVOCABLY, ASSUMES ALL RISK OF LOSS, DAMAGE, DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE SUSTAINED BY PARTICIPANT, RELEASED PARTIES OR ANY THIRD PARTY WHILE PARTICIPATING IN BASIC VOLLEYBALL SKILLS OR ARISING OUT OF PARTICIPANT, RELEASED PARTIES OR ANY THIRD PARTY'S POSSESSION, CONDITION, OPERATION, MANAGEMENT, SUPERVISION, OWNERSHIP, CONTROL OR MAINTENANCE OF THE PREMISES, FACILITIES AND/OR EQUIPMENT OWNED, OCCUPIED, MANAGED, OPERATED, UTILIZED, LEASED, USED, OR POSSESSED, WITH OR WITHOUT PERMISSION, BY PARTICIPANT, ANY OF THE RELEASED PARTIES OR ANY THIRD PARTY, WHETHER OR NOT CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE, NEGLIGENCE PER SE, STRICT PRODUCTS LIABILITY, PREMISES LIABILITY, GROSS NEGLIGENCE, OR OTHER FAULT OF PARTICIPANT, ANY OR ALL OF THE RELEASED PARTIES OR ANY THIRD PARTY.** **RELEASED PARTIES SHALL HAVE NO RISK OR LIABILITY FOR LOSS, DAMAGE, DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE SUSTAINED BY PARTICIPANT, RELEASED PARTIES OR ANY THIRD PARTY WHILE PARTICIPATING IN BASIC VOLLEYBALL SKILLS OR ARISING OUT OF PARTICIPANT, RELEASED PARTIES OR ANY THIRD PARTY'S POSSESSION, CONDITION, OPERATION, MANAGEMENT, SUPERVISION, OWNERSHIP, CONTROL OR MAINTENANCE OF THE PREMISES, FACILITIES AND/OR EQUIPMENT OWNED, OCCUPIED, MANAGED, OPERATED, UTILIZED, LEASED, USED, OR POSSESSED, WITH OR WITHOUT PERMISSION, BY PARTICIPANT, ANY OF THE RELEASED PARTIES OR ANY THIRD PARTY, WHETHER OR NOT CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE, NEGLIGENCE PER SE, STRICT PRODUCTS LIABILITY, PREMISES LIABILITY, GROSS NEGLIGENCE, OR OTHER FAULT OF PARTICIPANT, ANY OR ALL OF THE RELEASED PARTIES OR ANY THIRD PARTY.** Initial here []

7. **PARTIES BOUND BY THIS AGREEMENT:** It is **Participant's** understanding and intention that this Agreement and all of its terms be binding not only on **Participant** as defined above, but on anyone or any entity, including **Participant's** other children, spouses, siblings, heirs, successors, executors, administrators, agents, servants, employees, representatives, assigns and beneficiaries (both statutory and at common law), who may be able to or does assert any claim because of **Participant's** loss, damage, injury, death or property damage.

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8. **CONTINUATION OF OBLIGATIONS:** The **Participant** agrees and acknowledges that the terms and conditions of this ENTIRE AGREEMENT, shall continue in full force and effect now and in the future at any and all times during which **Participant** participates, either directly or indirectly, in Basic Volleyball Skills.

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9. **NO WARRANTY:** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Rather, the **Participant** accepts the premises, facilities and/or equipment "As Is".

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10. **VENUE AND CHOICE OF LAW:** It is further agreed that mandatory and exclusive venue is in Lavaca County, Texas. Any lawsuits between the parties shall be filed in the District Court in Lavaca County, Texas and no other county. It is further agreed that in the event any lawsuit is filed in a court other than the District Court in Lavaca County, Texas, it shall be moved to the District Court in Lavaca County, Texas on an Agreed Motion by the parties and at the sole option of the **Released Parties**, with all costs assessed against the party bringing the action in a county other than Lavaca County, Texas. All aspects of this Agreement are to be construed according to the laws of the State of Texas.

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11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement shall be binding on the parties unless specifically set forth in writing and signed by both parties. In no event shall any subsequent agreement bind any of the **Released Parties** to their detriment, unless such **Released Party** is a signatory to such subsequent agreement.

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12. **ATTORNEYS FEES:** If either party files an action to enforce any covenant, condition or agreement of this Agreement, or for breach of any covenant, condition or agreement herein, the losing party agrees to pay the prevailing party's reasonable attorney's fees and expenses for the services of such party's attorney in the action at trial and at all appellate levels, such fees to be fixed by the Court but in no event less than 10% of the amount recovered by the prevailing party.

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13. **SEVERABILITY:** **Participant** agrees that if any portion or provision of this Agreement is found to be unenforceable for any reason, that only that portion or provision shall fail, and the remaining terms of this Agreement shall continue in full force and effect as if the unenforceable portion or provision was not a part of the original Agreement.

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14. **ASSIGNABILITY:** **Participant** shall have no right or ability to assign any rights, duties, obligations, liabilities or responsibilities in, on or under this Agreement.

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15. **LEGAL RIGHTS:** It has been explained to me and I understand that by signing this document, I AM GIVING UP VERY IMPORTANT LEGAL RIGHTS and it is my express desire and intention to do so to my detriment.

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16. **UNDERSTANDING OF BINDING AGREEMENT:** **PARTICIPANT** CERTIFIES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE TERMS AND CONTENTS OF THIS DOCUMENT AND ITS ATTACHMENTS, AND FREELY, VOLUNTARILY AND EXPRESSLY AGREES, DESIRES AND INTENDS TO BE BOUND BY ITS TERMS AND SIGNS THIS AGREEMENT UPON INITIAL ENTRANCE ON THE PREMISES.

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IN WITNESS WHEREOF, the **Participant and the Parent and Representative of Participant** have affixed their respective signatures this _____ day of _____, 20____.

PARTICIPANT:

(Parent/Guardian Signature)

On behalf of and as Parent and Representative of my Minor Child,

(Print Minor Child's Name) and his/her
Heirs, Spouses, Siblings, Successors, Executors, Administrators,
Agents, Servants, Employees, Representatives, Assigns and Beneficiaries
(both statutory and at common law);

(Participant Signature)

(Print Participant's Name)

Individually and on behalf of my Heirs, Spouses, Siblings, Successors,
Executors, Administrators, Agents, Servants, Employees, Representatives,
Assigns and Beneficiaries (both statutory and at common law);

***Both Parent/Guardian and Participant Signature Required**

Camp Terms and Conditions

** Registrations received after two weeks prior to camp start may result in not receiving a camp T-shirt. After attending any portion of camp, all money is non-refundable.*

Please mail to: Brian Froebel - 1307 Carroll Dr. - Yoakum, TX 77995

****Checks payable to Brian Froebel**