



# Atomic Courts Etc. (A.C.E.)

## Facilities Use Waiver & Release of Liability

This waiver applies to **participants, spectators, guests, and any other persons** who enter the **Atomic Courts Etc (A.C.E.) - West** facility located at 7214 W Campo Bello Dr, Glendale AZ 85308.

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### 1. Acknowledgment of Risk

I understand that participating in or being present at **volleyball and other activities**, including but not limited to open gym play, leagues, practices, clinics, tournaments, and related use of the facility, involves **inherent risks**. These risks include, but are not limited to:

- Slips, trips, and falls
- Jumping and landing injuries
- Collisions with other participants
- Contact with volleyballs, nets, antennas, poles, walls, or other equipment
- Sprains, strains, fractures, dislocations
- Head injuries and concussions
- Shoulder, elbow, knee, ankle, and back injuries
- Equipment failure or misuse

I understand that these injuries may be serious and may result in permanent disability or death.

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### 2. Assumption of Risk

I knowingly and voluntarily **assume all risks**, both known and unknown, associated with participating in volleyball activities and using the facility, even if those risks arise from the negligence of others.

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### 3. Release and Waiver of Liability

In consideration for being permitted to participate, observe, or be present near activities while on the premises, I hereby **release, waive, discharge, and hold harmless:**

**Atomic Courts Etc. LLC**, its owners, officers, employees, coaches, instructors, officials, volunteers, contractors, and agents, from any and all claims, demands, actions, or causes of action arising out of or related to any injury, illness, property damage, or loss that I may suffer while participating in volleyball activities or while on the premises, **to the fullest extent permitted by law**, including claims based on ordinary negligence.

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### 4. Indemnification

I agree to **indemnify and hold harmless** the released parties from any claims, damages, costs, or expenses (including attorney fees) arising out of my actions or participation in activities at the facility.

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### 5. Medical Fitness & Responsibility

I certify that:

- I am physically and medically able to participate in volleyball activities.
- I have no condition that would make participation unsafe, or I have chosen to participate despite such condition.
- I understand it is my responsibility to stop participation if I feel pain, discomfort, dizziness, or believe continuing would be unsafe.

I acknowledge that facility staff are **not medical professionals**.

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### 6. Medical Treatment Authorization

In the event of an injury or medical emergency, I authorize facility staff to obtain emergency medical treatment for me. I understand that I am **solely responsible for all medical expenses** incurred.

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## 7. Facility Rules & Conduct

I agree to:

- Follow all posted rules and staff instructions.
- Wear proper court footwear.
- Remove jewelry and avoid unsafe behavior.
- Use equipment only as intended.
- Refrain from alcohol, drugs, or disruptive conduct.
- Spectators agree to remain in designated areas and avoid entering active court areas.

I understand that failure to comply may result in removal from the facility **without refund**.

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## 8. Equipment Use

I agree to use volleyball equipment responsibly and to immediately report any unsafe or damaged equipment to staff. I will not climb on nets, poles, or antennas.

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## 9. Photography & Media Release (Optional)

I grant permission for photographs or video recordings taken during activities to be used by the facility for promotional, educational, or marketing purposes without compensation.

☐ Initial here to opt out: \_\_\_\_\_

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## 10. Governing Law & Severability

This agreement shall be governed by the laws of the **State of Arizona**. If any portion of this agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

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