



4. No waiver of any breach of any provision of this Contract shall constitute a waiver of any prior or subsequent breach of the same provision or a waiver of any breach of any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of the Club and the Parent/Guardian.
5. This Contract shall become binding and effective three (3) days from the date of this signed contract.
6. Time is of the essence of the Contract. Whenever a date certain is stated or provided for the payment of a sum of money or the performance of a certain act or thing, the same enters into and becomes a part of the consideration hereof.
7. In the event this Contract is executed by more than one Parent/Guardian, all obligations of each Parent/Guardian under this Contract shall be joint and several.
8. This Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
9. By the use of facilities provided by the Club, the member expressly agrees that the Club shall not be liable for any damages arising from personal injuries sustained by the member or her guest(s) in, on, or about the premises of the said facilities and further agrees the Club shall not be liable for any loss or theft of personal property. Members assume full responsibility for any injuries, damages or losses which may occur to the member or guest, in or about the premises of said facilities and does hereby fully and forever release and discharge the Club, employees and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the member's or guest's use or of the said facilities and equipment thereof provided, however, that nothing contained shall release or discharge the Club from its negligence or the negligence of employees, or officers.

This contract has been executed on the day and year first above written.

CLUB:

PARENT/GUARDIAN SIGNATURE

DIAMOND ELITE VOLLEYBALL ACADEMY

\_\_\_\_\_

BY: RYAN SUMMERS

Officer

Printed Name: \_\_\_\_\_