

WAIVER & RELEASE FORM

Participant hereby agrees to this *Waiver and Release* as a condition of his or her or his or her child's participation in a tennis program, done by the Lake City Columbia Community Tennis Association. Participant certifies that he or she or his or her child has no health conditions or defects that would prevent safe participation in the Program.

PARTICIPANT HEREBY RELEASES, DISCHARGES AND HOLDS HARMLESS, THE LAKE CITY COLUMBIA COMMUNITY TENNIS ASSOCIATION, INC., THE CITY OF LAKE CITY, COLUMBIA COUNTY FLORIDA, THE VENUE(S) OF THE PROGRAM, AND EACH OF THEIR RESPECTIVE AFFILIATES, SECTIONAL ASSOCIATIONS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, MEMBER ORGANIZATIONS, SPONSORS, THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES AND INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PARTICIPANT'S OR PARTICIPANT'S CHILD'S PARTICIPATION IN THE PROGRAM, AND PARTICIPANT DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR HIS OR HER CHILD WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST RELEASEES FOR ANY REASON, AND FURTHER AGREES TO INDEMNIFY RELEASEES FROM ANY AND ALL CLAIMS OR DAMAGES ASSERTED OR MADE AGAINST RELEASEES FOR ANY REASON RELATING IN ANY WAY TO SAID PARTICIPATION.

Participant hereby irrevocably consents, in perpetuity, throughout the world, to the use of his or her or his or her child's name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant during the Program, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Participant consents to all such uses without any further compensation or other consideration becoming due to Participant.

CONSENT TO MEDICAL TREATMENT & RELEASE: Participant consents that the Releasees may, but have no duty, to provide him or her or his or her child, through personnel of their choice, assistance, transportation, and/or emergency medical services in the event Participant sustains any injury while participating in the Program. Participant further understands that he or she will be responsible for payment of any such medical care. Participant's participation in the Program is without assumption or responsibility of any kind by the Releasees for any Program in which he or she or his or her child may be entered or may participate. In consideration of the acceptance of his or her or his or her child's participation, Participant hereby for and on behalf of himself or herself or his or her child, and his or her heirs and legal representatives release and forever discharge the Releasees from any and all claims and damages, losses or injuries which may be suffered or sustained by Participant in connection with the Program, and all claims are hereby waived and released, and Participant covenants not to sue therefore. Participant hereby agrees to abide by all applicable rules and

regulations and codes of USTA and/or the same as may be adopted by USTA from time to time.

This *Waiver and Release* is governed by and enforceable in accordance with the laws of the State of Florida without giving effect to the principles of the conflicts of law for that State, and the parties submit to the exclusive jurisdiction of the Florida Courts, County of Columbia. If any provision of this *Waiver and Release* should be adjudged illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Participant's Name (print): _____

Age: _____

Participant's Signature: _____ Date: _____

THE FOLLOWING MUST BE COMPLETED IF PARTICIPANT IS UNDER 18 YEARS OLD

In consideration of Participant's participation, I, by my signature below, and in my capacity as Participant's parent or legal guardian, hereby (a) give permission for the Participant, who is my child or ward, to participate voluntarily in the Program, and (b) acknowledge and agree to all of the terms set forth in this Waiver and Release Form. I hereby acknowledge that my electronic signature is authentic and a valid form of acceptance.

Print Name of Parent or Guardian #1:

Print Name of Parent or Guardian #2:

Signature of Parent or Guardian #1:

Signature of Parent or Guardian #2:

Telephone: (____) _____

Telephone: (____) _____

Date: _____

Date: _____