

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Event: Various tennis activities, lessons, tournaments and other events held on various dates in the year 2020, at 77 Twin Ridge Pkwy, Round Rock, TX 78664, or other locations that may be used.

IN CONSIDERATION of being permitted to participate or attend in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, MACK PHILLIPS TENNIS ACADEMY, PHILLIPS TENNIS ACADEMY, JK PHILLIPS PROPERTIES LLC, and all of their owners, directors, officers, agents, volunteers, employees and sub-contractors, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve the risk of exposure to infectious syndromes and diseases, including, but not limited to, COVID-19, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK OR BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY acknowledges that participation and/or attendance constitutes consent for Releasees irrevocable right and permission to use any film, recording, video or likeness of participant or attendee for any purpose whatsoever without payment to us.
5. MEDICAL CONSENT: I understand and acknowledge that it is my responsibility (in consultation with my physician if necessary) to determine whether any medical conditions exist which may pose a threat to the health or safety of myself or others while participating in the EVENT(S). I HEREBY CONSENT TO THE RENDERING OF EMERGENCY FIRST AID AND OTHER MEDICAL PROCEDURES WHICH AT THE TIME OF INJURY OR ILLNESS SEEM REASONABLY ADVISABLE. I further understand that I will be responsible for payment of any such medical procedures.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AM AT LEAST 18 YEARS OF AGE AND I AM COMPETENT TO CONTRACT IN MY OWN NAME.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH (M/D/YYYY): _____

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

NAME OF CHILD: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ RELATIONSHIP TO MINOR _____

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____