

TOPSPIN TENNIS ACADEMY, LLC

PARENT'S OR GUARDIAN'S WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Waiver and Release of Liability ("Release") executed on this ____ day of _____, 20____, by (Parent/Guardian - Print Name)_____ the undersigned parent having legal custody and/or the legal guardian ("Guardian"), on behalf of the minor child, (Participant - Print Name)_____ ("Participant") for themselves, their heirs, assigns and legal representatives, in favor of **Topspin Tennis Academy, LLC**, its directors, officers, employees, agents, subsidiaries and affiliates (collectively "Topspin").

The Guardian desires that the Participant engage in program activities ("Activities") provided by **Topspin**. The Guardian agrees that the Participant shall conduct themselves in such a manner as to not harm **Topspin**, its property, employees, staff, volunteers, onsite facilities, or other participants. Participation in these activities may include the use of equipment and place the Participant in situations that may pose risk of harm to the Participant.

In consideration of being permitted to participate in the programs and activities, the Guardian, on behalf of the Participant, his or her heirs, administrators, executors, successors and assigns hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **RELEASE AND WAIVER.** Guardian does hereby release and forever waive, discharge, covenant not to sue, indemnify and hold harmless **Topspin** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with **Topspin**.

Guardian understands that this Release discharges **Topspin** from any liability or claim that the Guardian and/or Participant may have against **Topspin** with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with Topspin, whether caused by the negligence of **Topspin** or its officers, directors, employees, or agents or otherwise. Guardian also understands that **Topspin** does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

2. **TERMS AND CONDITIONS.** Guardian understands that participation in **Topspin's** Activities requires compliance with all stated and customary terms and conditions for participation. In the event that Guardian or Participant have an unusual significant concern for readiness for participation and/or in the activity itself, Guardian or Participant agree to voluntarily remove the Participant from participation and express concern directly to the **Topspin** employee in charge of such activity.
3. **MEDICAL TREATMENT.** Guardian does hereby release and forever discharge **Topspin** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's Activities with **Topspin**.
4. **ASSUMPTION OF RISK.** Guardian understands that participation in the Activities may be hazardous to the Participant. In connection thereto, Guardian recognizes and understands that activities at **Topspin** may, in some situations, involve inherently dangerous activities that could result in property damage, temporary or permanent bodily injury, or death. Guardian hereby expressly and specifically assumes the risk of injury or harm to the Participant while participating in the Activities and releases **Topspin** from all liability for injury, illness, death, or property damage resulting from the Activities.
5. **INSURANCE.** Guardian understands that **Topspin** does not carry or maintain health, medical, life, or disability insurance coverage for any Participant. Each Guardian is expected and encouraged to obtain medical or health insurance coverage for the Participant.

6. **PHOTOGRAPHIC RELEASE.** Guardian does hereby grant and convey unto **Topspin** all right, title and interest in any and all photographic images and video or audio recordings made by **Topspin** during the Participant's Activities with **Topspin**, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. **INTERPRETATION.** Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Guardian agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
8. **FREE ACT.** Guardian states that he/she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.
9. **ENTIRE AGREEMENT.** This Release contains the entire Agreement between the parties to this Agreement and the terms of this Release are contractual and not a mere recital.

I HAVE READ THIS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT AS GUARDIAN, 1) I AM OF LAWFUL AGE, AND LEGALLY COMPETENT TO SIGN THIS RELEASE; 2) I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; 3) THAT I HAVE SIGNED THIS RELEASE AS MY OWN FREE ACT; AND 4) IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS RELEASE, I WILL CONSULT AN ATTORNEY BEFORE SIGNING.

BY SIGNING THIS RELEASE, I AGREE THAT I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITIES AT **TOPSPIN** AND AGREE THAT MY PARTICIPATION IN THESE ACTIVITIES MAY RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS AND/OR OBJECTS.

Mother/Guardian Name (Please print clearly): _____

Mother/Guardian Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Father/Guardian Name (Please print clearly): _____

Father/Guardian Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Minor's Date of Birth: _____ / _____ / _____
Month Day Year

IN WITNESS WHEREOF, Guardian has, in my presence, executed this Release as of the day and year first above written.

Witness Signature: _____