WAIVER

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| First Name | Last Name | Email | Date |
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Initials (if participants are under 18)\_\_\_\_\_\_\_\_\_\_\_\_\_

IN CONSIDERATION of my voluntary participation, membership, and/or attendance at TENNIS WORKSHOPS AND CONSULTATION, LLC I, for myself, my personal representatives, guests, agents, assigns, heirs, and next of kin:

HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE TENNIS WORKSHOPS AND CONSULTATION, LLC AND/OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, PARTNERS, OWNERS, SPONSORS, VENDORS, MEDICAL SERVICES PROVIDERS, INDEPENDENT CONTRACTORS, AGENTS, LAND/PREMISES OWNERS, AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING IN ANY CAPACITY ON BEHALF OF TENNIS WORKSHOPS AND CONSULTATION, LLC (COLLECTIVELY, THE “RELEASEES”) FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES), OF ANY NATURE WHATSOEVER, (COLLECTIVELY, THE “LIABILITIES”) WHICH I, MY PERSONAL REPRESENTATIVES, GUESTS, AGENTS, ASSIGNS, HEIRS, AND NEXT OF KIN MAY HAVE IN CONNECTION WITH MY PARTICIPATION OR ATTENDANCE AT THE FACILITY (FACILITY) I ASSUME ALL RISK AND DANGER WHILE IN OR ABOUT THE FACILITY AND/OR WHILE PARTICIPATING IN OR AS A RESULT OF PARTICIPATING IN TENNIS WORKSHOPS AND CONSULTATION, LLC ACTIVITIES IN OR ABOUT THE FACILITY, INCLUDING, WITHOUT LIMITATION, THE RISKS OF CONTRACTING A COMMUNICABLE DISEASE OR ILLNESS (INCLUDING EXPOSURE TO A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS) AND LOSS OF PERSONAL PROPERTY AND INJURY. I FURTHER AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES ARISING FROM ANY OF MY OR MY GUESTS’ PARTICIPATION IN TENNIS WORKSHOPS AND CONSULTATION, LLC ACTIVITIES OR WHILE ATTENDING THE FACILTY AND COVENANT NOT TO SUE THEREFORE. SUCH WAIVER & RELEASE SHALL APPLY TO ANY LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY RELEASEE IN CONNECTION WITH MY PARTICIPATION IN ANY TENNIS WORKSHOPS AND CONSULTATION, LLC ACTIVITIES OR ATTENDANCE AT THE FACILITY.

Hereby acknowledge that I (or my parent/legal guardian below) am over the age of eighteen (18) and understand that tennis, pickleball, sports conditioning, physical activity and attendance at TENNIS WORKSHOPS AND CONSULTATION, LLC carries certain inherent dangers and risks, including without limitation to bodily injury, contraction of a communicable disease or illness, death, disability, and loss of or damage to property, that cannot be eliminated regardless of the care taken to avoid injuries. I ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DISEASE OR ILLNESS, DEATH OR ANY DAMAGES OR LOSS WHILE IN OR ABOUT THE FACILITY AND/OR WHILE PARTICIPATING IN ANY TENNIS WORKSHOPS AND CONSULTATION, LLC SPONSORED ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

Hereby authorize and consent to the administration of first aid and any other medical treatment deemed necessary in the event of any injury or illness while participating at or attending the Facility. I have appropriate insurance, or, if not, I agree to pay all costs of medical services incurred on my behalf. I recognize that TENNIS WORKSHOPS AND CONSULTATION, LLC, or its designees have the right, but not the obligation, to offer any medical treatment while at the Facility.

Hereby authorize and consent for my Minor child (as applicable and as described in more detail below) to receive individual/group training sessions at TENNIS WORKSHOPS AND CONSULTATION, LLC by persons authorized by TENNIS WORKSHOPS AND CONSULTATION, LLC for a time period of one year from the date of this consent. I understand that a parent/guardian can observe the session. I can withdraw my consent for individual training sessions at any time.

Hereby grant to the Releasees (and grant to the Releasees the right to grant to others), in perpetuity, the irrevocable right, with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, stream, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the “Use and Materials”): (1) my participation or attendance at the Facility; and (2) my name, likeness, signature, voice, conversation, sounds, biographical data and/or any other information or material secured in connection with my participation or attendance at the Facility. I agree that Releasees and its designees shall have the right to the Use and Materials throughout the universe solely for the purpose of promoting the Facility, TENNIS WORKSHOPS AND CONSULTATION, LLC and/or the sport of tennis. The Use and Materials shall not be identified as or represented to be an endorsement by me of any product, service, or company and I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the exercise of the Use and Materials.

Hereby acknowledge that an inherent risk of exposure to COVID-19 and other communicable disease or illness (including exposure to bacteria, virus, or other pathogen capable of causing a communicable disease or illness) exists in any public space. I agree to follow and comply with any and all TENNIS WORKSHOPS AND CONSULTATION, LLC protocols.

I HAVE READ THIS WAIVER & RELEASE, 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.

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

IF ANY PARTICIPANT OR ATTENDEE IS UNDER 18 YEARS OF AGE:

I represent and warrant that I and/or my spouse have full authority as the parent or legal guardian of the participant or attendee (the “Minor”) at the Facility and that I have read and understood the foregoing Waiver & Release. I fully consent to and voluntarily authorize the Minor to participate in Tennis Workshops and Consultation, LLC activities and/or attend the Facility. I acknowledge and agree individually and on behalf of the Minor to the representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases set forth above, which shall be binding on me and the Minor.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE, THERE ARE CERTAIN DANGERS INHERENT IN THE TENNIS WORKSHOPS AND CONSULTATION, LLC ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP THE RIGHT FOR YOU/THE MINOR TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY DAMAGE, LOSS, PERSONAL INJURY, OR DEATH WHILE PARTICIPATING IN OR AS A RESULT OF PARTICIPATING IN ANY TENNIS WORKSHOPS AND CONSULTATION, LLC ACTIVITIES IN OR ABOUT THE FACILITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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| Name of Parent or Legal Guardian | Participant /Legal Guardian Signature |
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