



Waiver and Release

I acknowledge that my attendance at or use of the Center or participation in any of the Center's activities or programs, including without limitation my use of the Center's equipment and facilities, could cause injury to me. As a material consideration for the Center to permit me to become a member and to permit me and its guests to use the Center and its facilities, I, on my own behalf and on behalf of my guests, hereby assume all risks of personal injury, death, property loss or other damages which may result from or arise out of attendance at or use of the Center or participation in any of the Center's programs or activities. The foregoing risk shall include, but not be limited to, risks associated with: tennis activities; team and individual sport exercise, locker room, clinics, programs, dining, nursery, parking, environmental, theft; contagion, use of the Center's equipment, facilities, or health and fitness advisory services. I understand that the foregoing waiver of liability on my behalf and on behalf of my guests shall apply to any and all claims against the Center and/or its owners, shareholders, members, managers, officers, directors, employees, agents or affiliates and their successors and assigns (collectively, the "Center Affiliates") for any such personal injuries, property loss or other damages connected to arising out of any of the aforesaid risks.

I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Center and the Center Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at or use of the Center or my participation in any of the Center's activities or programs, including those which arise out of the negligence of the Center and/or the Center Affiliates. Further, I hereby release and discharge the Center and the Center Affiliates from any and all liability for any loss or theft of or damage to personal property, including without limitation automobiles and the contents of lockers.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.

I represent to the Center that I am physically fit to perform those activities which I may undertake at the Center and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Center shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Center.

I understand that the Center recommends that I be examined by my physician and that I consult with my physician regularly during the time that I am engaging in activities of the Center. I acknowledge that the Center and the Center Affiliates, including its employees, are not licensed medical practitioners, and that their advice is therefore limited and is not a substitute for medical supervision and advice.

I/ WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, IN PENDING TO BE SO LEGALLY BOND.

Participant's Name (printed) _____ Date _____

Participant's Signature _____ Date _____

Emergency Contact _____ Phone _____

(Rev 2/7/19)