

ACKNOWLEDGEMENT & WAIVER OF LIABILITY ("RELEASE")

By checking the "AGREE" box on the electronic registration form, Participant hereby acknowledges and agrees:

Definitions: For purposes of this Release, the term "Participant" refers, individually and collectively in any combination, to the person participating in the Activity, and that person's heirs, agents, and assigns. If the person participating in the activity is a minor, the term "Participant" also refers to the parents of that person, and any legal guardians or persons standing in as local parents. A person will be considered to be "participating in the Activity" if the person is involved in the activity in any manner, whether as an athlete, contestant, team member, student, volunteer, spectator, parent or otherwise. "Activity" includes the activity described on the registration form, and any other activities sponsored or operated by BretBowersTennisAcademy.

Release: Participant HEREBY RELEASES AND COVENANTS NOT TO SUE Bret Bowers Tennis Academy, its owners and/or affiliated companies, and their employees, contractors, and agents (hereinafter individually and collectively "BBTA"), and the participants, instructors, coaches, volunteers, sponsors, organizers, spectators, and any other person or entity involved with or present at the Activity (hereinafter individually and collectively "the Participants") from any and all claims that may arise out of or relate to the Activity or to the Club's other activities, operations and site conditions. PARTICIPANT ACKNOWLEDGES THAT THIS RELEASE SHALL PREVENT PARTICIPANT FROM SEEKING DAMAGES OR OTHER RELIEF IN A COURT OF LAW OR OTHERWISE. This scope of this Release shall be read as broadly as allowed by law in favor of releasing BBTA and the Participants, and shall include, but not be limited to, all conceivable claims for personal injury and/or property damage.

Investigation & Assumption of the Risk: Participant understands and agrees that participating in or being present at or around the Activity may create predictable and unexpected risks of serious physical or mental injury or death. These risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular skeletal injuries; cosmetic injuries; emotional or physical abuse; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; and other serious injuries or death (collectively "risks"). Participant acknowledges that Participant has investigated and evaluated the risks and has made a voluntary and informed decision about becoming involved in the Activity. This decision is based upon Participant's independent investigation and knowledge, and not on the representations of BBTA or the Participants. If there is any question as to whether Participant can safely be involved in the Activity, Participant will seek the advice of a physician or other counsel before becoming involved in the Activity. Participant understands that the nature and severity of the risks may be affected by Participant's own physical and mental skills and abilities, the actions or inactions of BBTA or the Participants, the relative skill required or competitiveness of the Activity, and the condition or environment of the site where the Activity takes place. These risks may not be readily foreseeable or under the control of BBTA or the Participants. Participant acknowledges that Participant is mentally and physically ready to participate in the Activity. Participant agrees to continuously assess whether Participant can safely participate in the Activity. If Participant receives any advice or instruction from BBTA or the Participants, Participant acknowledges that Participant is solely responsible for evaluating the information and choosing how to act upon it.

Safety: Participant assumes the responsibility to obtain and use all protective equipment that may be reasonably appropriate to ensure safe involvement in the Activity. In some cases, Participant may be required to travel to and from the site of the Activity. Some activities may be in remote locations where medical assistance cannot be promptly obtained. Participant understands that activities are undertaken at Participant's own risk, and that BBTA and the Participants do not provide or assure medical assistance in the event of accident, injury or illness. If at any time Participant believes that participating in the Activity would be unsafe, whether due to Participant's physical or mental condition, skills, or abilities, the location, conditions, or circumstances of the Activity, or the conduct or potential conduct of the Participants, Participant will immediately discontinue engaging in the Activity.

Indemnity: Participant shall further defend, indemnify and hold BretBowersTennisAcademy and/or Participants harmless in the event of a suit or action against BBTA or any of the Participants with regard to damages arising out of Participant's own negligence or misconduct. In the event that the person participating in the Activity is a minor child, Participant further agrees to defend, indemnify and hold BBTA and/or Participants harmless in the event of any suit or action against the Club or any of the Participants asserting legal rights of the minor with regard to the subject matter of this Release.

This is a waiver and release of liability. Check the "DISAGREE" box if you: a) Have not carefully read this entire Release; b) Do not understand any part of the Release; c) Need additional time to evaluate or consider this Release; or d) Do not agree to be bound by every term of the Release.

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BretBowersTennisAcademy requires that every person participating in this activity to read and agree to the above Acknowledgment & Waiver of Liability ("Release"). If a minor will be participating in the activity, an authorized parent or legal guardian must execute the Release on behalf of the minor.

Additional session dates which may occur due to a "long month" are considered as gratis and NOT subject to any prorating if a refund is applicable or in order.

AGREE. I have carefully read the Release and understand it. I am 18 or more years of age. By checking this box, I hereby acknowledge and agree to be bound by the Release. If a person participating in the activity is a minor, I hereby represent that I am the parent or legal guardian of the minor and am authorized to execute this Release with regard to the minor.