



PARTICIPANT AGREEMENT

Participant Name: _____

Facility Name: _____ (The "Facility")

In consideration of Participant being permitted to participate in the Extreme Tennis Clinics (**Activity**) and to use the program's facilities and equipment, I hereby undersigned, acknowledge, appreciate, and agree that:

1. I hereby certify that I am fit to attend and participate in the Extreme Tennis Clinics.
2. The risk of serious injury from the sports activities involved in this program is always present due to the nature of the sport (s); and
3. I, for FOR MYSELF, my heirs, assigns, personal representatives and next of kin, KNOWINGLY, intelligently AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF Extreme Tennis Clinics, Sensational Events, LLC, and/or the Facility, including the officers, owners, directors, stock holders, officials, agents and/or employees, other participants; tennis professionals, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the Facility (hereinafter collectively the "Releasees") and others, and assume the full risk and responsibility for my participation; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Releasees WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding and/or arising from these activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful and intentional misconduct, or otherwise to the fullest extent of the law; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY accept all risk to Participant's health and of his/her injury or death that may result from such participation and I hereby release the THE RELEASEES, from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during or related to the Activity.

I further understand and agree that this Agreement constitutes A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS.

I further grant **Extreme Tennis Clinics** and its tennis professionals/employees the right to photograph or video me and use the photo and/or other digital reproduction or other physical likeness for publication processes, whether electronic, print, digital or electronic publishing via the Internet.

The undersigned further expressly agrees that the waiver and assumption of risks contained herein is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signature: _____ Date: _____

Print Name: _____