**ETA Waiver and Cancellation Policy**

**Cancellation Policy** To qualify for a refund, participants are required to give at least 24 hour written notice prior to the start of a program/session. Students are responsible for attending the class in which they have registered. No refunds or credits will be given for classes missed. Refunds are given due to long term illnesses or injury that would prevent a participant from completing the remainder of the session and the provision of a Doctor’s note. The refund is for the remainder of the current class session and will be calculated from the date the physician’s note is submitted. If for any reason the student cannot attend a class, they can make that class up in a class that is equal to or one level below the registered class, with prior approval from the instructor. Class must be made up during the current session. Maximum of 1 make ups per session. Make up classes are NOT guaranteed. **ASSUMPTION OF RISK** I, for myself, my heirs, next of kin, my executors and my administrators, hereby waive, release and discharge to the fullest extent permitted by law, any and all rights, claims and/or causes of action I may have or hereafter acquire against Eola Tennis Academy Inc (hereafter referred to as ETA), Eola Tennis Building LLC (hereafter referred to as ETB) and/or its representatives, independent contractors, employees, guarantors, successors, and assigns, and/or its event sponsors, owners of event premises, licensees and/or licensors for any and all losses, damages and/or injuries (actual and/or consequential) which may be suffered by me, my family, and/or my guests arising out of or in any way related to the use of any equipment, activity, lessons, programs, leagues, tournaments, and/or special events, including but not limited to any claims of personal injury or death from participating in or attending any such activity, and/or loss of personal property by theft or otherwise during said activity, any publicity related to any event, any prizes awarded, and/or loss of collegiate or high school eligibility as a result of participation in any event, whether caused by negligence of the event organizers or otherwise or even if such loss is caused by the acts of omissions of other members, staff, contractors or any other person whatsoever. I declare that I (and all parties listed on the membership and/or registration) am physically able to participate in physical activity. I am aware of the possible risks inherent in the nature of the activities provided by ETA and that ETA does not provide medical insurance covering injuries of any nature incurred in any activity and/or event. **PUBLICITY**. The undersigned (or his/her parent or guardian) hereby consents to the use without compensation, of his/her name and/or likeness, biographical material and/or voice in publicity and advertising concerning any and all ETA activities and by sponsors of any event and/or their promotion by way of any medial throughout the world. **FOR USE WHEN MINORS ARE INVOLVED**. I understand that every precaution will be taken to protect the safety of each participant in this program. However, I also understand that I am responsible for all personal medical insurance on the above-named child (hereinafter “the child”) and that I will be responsible for any medical costs incurred as a result of the child’s participation in this program. I agree to assume full risk for any and all activities in which the child may participate and I hereby waive, relinquish and release any and all claims which I and/or the child may have or obtain against Eola Tennis Academy Inc. (ETA), Eola Tennis Building LLC (ETB) or any of its owners, officers, agents, servants, guarantors, employees, independent contractors, associates, affiliates as a result of injury which I and/or the child may sustain in any activity associated with the ETA. I voluntarily accept this risk and agree that the Eola Tennis Academy Inc and Eola Tennis Building LLC will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any other damages. If there is any claim by anyone based on injury, loss or damage described herein, which involves me or the child, I agree to defend and indemnify the Eola Tennis Academy Inc and Eola Tennis Building LLC against such claims and reimburse the ETA and ETB for any and all expenses relating to said claim. In case of medical emergency, I authorize the ETA to arrange for emergency medical treatment of the child. **CREDIT CARD on FILE.** A credit card is required to be on file in order to participate. I agree to pay a late fee of $10 per month on his/her 30+ days past due account balance and an EFT return charge of $12 when payments are returned. **My signature below indicates that I have read this entire membership agreement, including the waiver and release and ETA rules and policies, and that the staff has answered any questions I might have regarding this membership agreement to my satisfaction. Furthermore, by my signature below, I am fully accepting responsibility for my or above said minor’s actions as it pertains to this membership agreement and my or above said minor’s actions as a member of ETA. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Eola Tennis Academy (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

PLAYER LAST NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLAYER FIRST NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_­­­­­\_\_\_\_\_\_\_ Circle: junior adult

SIGNATURE (ADULT GUARDIAN):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_