

Terms of Service and Liability Waiver

- I, the parent or legal guardian of the minor player named above, acknowledge, agree and understand as follows:
- **(1) I UNDERSTAND THAT, THERE ARE CERTAIN INHERENT DANGERS IN MY CHILD/CHILDREN PLAYING TENNIS, TAKING TENNIS LESSONS, AND BEING PHYSICALLY PRESENT AT THE FRANKLIN LAKES RACQUET CLUB, INCLUDING THE RISK OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN CONSIDERATION OF MY CHILD/CHILDREN BEING ALLOWED TO PARTICIPATE IN ANY PROGRAMS OFFERED BY MODERN TENNIS CONNECT LLC, I DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE (A) MTC, ITS MEMBERS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, EXECUTORS, OR ANY OTHER PERSONS OR ENTITIES CONNECTED WITH IT; AND (B) THE FRANKLIN LAKES RACQUET CLUB, ITS MEMBERS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, EXECUTORS, OR ANY OTHER PERSONS OR ENTITIES CONNECTED WITH IT, FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR INJURIES, LOSS, DAMAGE OR DEATH RESULTING FROM MY CHILD/CHILDREN'S PARTICIPATION IN ANY MTC PROGRAMS.**
- (2) In case of accident or injury to my child and if an emergency contact person cannot be reached, I grant MTC permission to obtain medical attention for my child if necessary, for which I will be financially responsible.
- (3) I give permission to MTC to take photographs or videos of my child/children, which may later be published on the MTC website or in any other MTC advertising materials. MTC retains the rights to any photographs or video taken during MTC programming to be used for publicity or advertising.
- (4) **Make-up Policy:** There are NO guaranteed make-ups for classes missed in the MTC program. This is a standing lesson and your child's attendance is expected. We will make every effort to offer a make-up class if your child was sick or injured. However, such make-ups are subject to availability and at the sole discretion of MTC.
- (5) **Cancellation Policy:** In the event of a drop out or a cancellation of your spot in the program, a refund for the unused weeks will be refunded, less a \$200 cancellation fee, ONLY IF THE SPOT IS FILLED WITH A NEW APPLICANT.
- (5)(a) **Cancellation Policy for Fall Enrollment - 2017.** With respect to enrollment for the Fall 2017 semester, we understand that you may not be in a position to know your child's schedule for the fall until after you enroll. As such, we shall allow you to cancel your enrollment for the Fall semester and receive a full refund until August 1. After August 1, the default Cancellation policy set forth in Section 5 above shall apply.

- 6) **Expulsion:** I understand that Modern Tennis Connect (MTC) reserves the right to expel any student whose behavior is considered disruptive and/or dangerous to either him/herself or others, and that expelled students are not eligible for a refund.

(7) **Student Placement:** I understand that any/all student placement will be at the sole discretion of Modern Tennis Connect (MTC) office staff and program coordinators. Students will not be moved from one program level to another within an 15 week semester. All such moves, when appropriate, will happen at the beginning of a new semester, unless otherwise approved by MTC office staff.

- (8) MTC does not reserve placement in programs without payment. Payment MUST be made in order to reserve any and all spots.
- I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.