



Eola Tennis Academy Waiver Form and Cancellation Policy 4.12.17

Cancellation & Make up Policy:

Cancellation policy, participants are required to give at least 72-hour notice prior to the beginning of a program session. No refunds or credits will be given after session has started. Credits 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 (must have diagnosis, duration of recovery and must be signed by doctor that is non family relations). The credit is for the remainder of the current class session and will be calculated from the date the physician's note is submitted and can be used for the future session.

Make up policy: due to injury, participants can only do 2 maximum makeup per session, must give 24 hours notice in order to qualify with prior approval from the instructor.

Make up classes are NOT guaranteed. Approval is given only if there is room in the class.

Waiver: In consideration of Participant's enrollment in a tennis program and/or Participant's use, today and on all future dates, of the property, facilities, and services of Eola Tennis Academy (hereafter referred to as "ETA"), Eola Tennis Building LLC, Fernandes Tennis Institute, Butterfield Park District, Cress Creek Commons, Participant and Parent/Guardian, on behalf of Participant, Participant's heirs, personal representatives, or assigns, hereby release, waive, discharge, and covenant not to sue, ETA, its affiliated companies and each of its directors, officers, employees, volunteers, sponsors, independent contractors, and agents from liability from any and all claims arising from the negligence of ETA or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents, injuries or illnesses arising from participation in various activities including, but not limited to, participation in sport programs, travel, competition, lessons, social activity, and individual use of facilities, premises, or equipment; and (2) any and all claims resulting from the damage to, loss of, or theft of property. **Publicity :** Participant and Parent/Guardian consent to all videotaping and photographing of Participant and agree that ETA can use these images at any time and in any manner without payment to Participant and without Participant's or Parent/Guardian's approval.

Assumption of Risks: The undersigned (or his/her parent or guardian) hereby assumes full responsibility for any and all risk of bodily injury, death or property damage due to the negligence of the event organizers or otherwise participating in or observing in any and all ETA activities. There is a risk of serious injury when participating in any tennis program. Understandably, not all hazards and dangers can be foreseen. Participants must understand that certain risks, dangers, and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defect, and all other circumstances inherent to outdoor recreational programs exists. In this regard, it must be recognized that it is impossible for Fernandes Tennis Institute, Gus Fernandes, Eola Tennis Academy Inc SC, Eola Tennis Building LLC, Cress Creek Commons and Butterfield Park District to guarantee safety. Please read this information carefully and be aware that in registering for and participating in this program, you will be expressly assuming the risk and legal liability and waiving and



releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities with and associated with this program. I recognize and acknowledge that there are certain risks of physical injury to participants in this program and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program against Fernandes Tennis Institute, Gus Fernandes, Eola Tennis Academy, Eola Tennis Building LLC, Cress Creek Commons and Butterfield Park District, including its officials, agents, volunteers, and employees. I do hereby fully release and forever discharge Fernandes Tennis Institute, Gus Fernandes, Eola Tennis Academy, Eola Tennis Building LLC, Cress Creek Commons and Butterfield Park District from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with this program.

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. In case of medical emergency, I authorize ETA to arrange for emergency medical treatment of the child.

I have read and have understood this Release & Waiver. I understand by signing this Release, I have given up substantial rights. I have voluntarily signed this Release & Waiver. I am at least 18 years of age and I am competent to contract in my own name. I have read this Release

Waiver before signing below, and I fully understand the contents, meanings and impact of this Release and Waiver.

Player Signature: _____ Date: _____

Player Print Name : _____

Signature of Parent or Guardian (if under 18): _____ Date: _____

Print Name: _____

Emergency Phone no: _____

