



## WAIVER & RELEASE

IN CONSIDERATION of my voluntary participation and/or attendance at the USTA National Campus ("Campus"), I, for myself, my personal representatives, guests, agents, assigns, heirs, and next of kin:

1. HEREBY RELEASE AND FOREVER DISCHARGE THE UNITED STATES TENNIS ASSOCIATION INCORPORATED, USTA PLAYER DEVELOPMENT INCORPORATED, LAKE NONA CENTRAL LLC, AND EACH OF THEIR RESPECTIVE PARENTS, MEMBERS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, PARTNERS, OWNERS, SPONSORS, VENDORS, MEDICAL SERVICES PROVIDERS, AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES), OF ANY NATURE WHATSOEVER, (COLLECTIVELY, THE "LIABILITIES") WHICH I, MY HEIRS, EXECUTORS AND ASSIGNS MAY HAVE IN CONNECTION WITH MY PARTICIPATION OR ATTENDANCE AT THE CAMPUS. I ASSUME ALL RISK AND DANGER ARISING IN CONNECTION WITH MY PARTICIPATION OR ATTENDANCE AT THE CAMPUS INCLUDING LOSS OF PERSONAL PROPERTY AND INJURY. I FURTHER AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES ARISING FROM ANY OF MY OR MY GUESTS PARTICIPATION OR ATTENDANCE AT THE CAMPUS AND COVENANT NOT TO SUE THEREFORE. SUCH WAIVER & RELEASE SHALL APPLY TO ANY LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY RELEASEE IN CONNECTION WITH MY PARTICIPATION OR ATTENDANCE AT THE CAMPUS.
2. Hereby acknowledge that I (or my parent/legal guardian below) am over the age of eighteen (18) and understand that tennis, sports conditioning and physical activity carry with them certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. I ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO PARTICIPATING AT OR ATTENDING THE CAMPUS WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. Hereby authorize and consent to the administration of first aid and any other medical treatment deemed necessary in the event of any injury or illness while participating at or attending the Campus. I have appropriate insurance, or, if not, I agree to pay all costs of medical services incurred on my behalf. I recognize that the USTA or its designees have the right, but not the obligation, to offer any medical treatment while at the CAMPUS.
4. Hereby grant to the USTA (and grants to the USTA the right to grant to others), in perpetuity, the irrevocable right, with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, stream, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my participation or attendance at the CAMPUS; and (2) my name, likeness, signature, voice, conversation, sounds, biographical data and/or any other information or material secured in connection with my participation or attendance at the CAMPUS. I agree that USTA and its designees shall have the right to the Use and Materials throughout the universe solely for the purpose of promoting the Campus, USTA, USTA Player Development, or the sport of tennis. The Use and Materials shall not be identified as or represented to be an endorsement by me of any product, service or company and I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the exercise of the Use and Materials.

I HAVE READ THIS WAIVER & RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. This Waiver & Release is governed by and enforceable in accordance with the laws of the State of New York without giving effect to the principles of the conflicts of law for that State, and the parties submit to the exclusive jurisdiction of the New York Courts, County of Westchester. If any provision of this Waiver & Release should be adjudged illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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**IF ANY PARTICIPANT OR ATTENDEE IS UNDER 18 YEARS OF AGE:**

I represent and warrant that I am the parent or legal guardian of the participant or attendee (the "Minor") at the Campus and that I have read and understood the foregoing Waiver & Release. I fully consent to and voluntarily authorize the Minor to participate at or attend the CAMPUS. I acknowledge and agree individually and on behalf of the Minor to the representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases set forth above, which shall be binding on me and the Minor.

***NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN***

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING AT THE CAMPUS BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE SPORT OF TENNIS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE SPORT. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

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**PARTICIPANT SIGNATURE**

BY SUBMITTING THIS AGREEMENT, I HEREBY ACKNOWLEDGE THAT MY ELECTRONIC SIGNATURE IS AUTHENTIC AND A VALID FORM OF ACCEPTANCE.

**PARTICIPANT NAME:** \_\_\_\_\_

**PARTICIPANT SIGNATURE:**

**DATE:**

**PARENT/LEGAL GUARDIAN SIGNATURE (IF PARTICIPANT IS A MINOR)**

BY SUBMITTING THIS AGREEMENT, I HEREBY ACKNOWLEDGE THAT MY ELECTRONIC SIGNATURE IS AUTHENTIC AND A VALID FORM OF ACCEPTANCE.

**PARENT/LEGAL GUARDIAN NAME:** \_\_\_\_\_

**PARENT/LEGAL GUARDIAN SIGNATURE:**

**DATE:**