



I \_\_\_\_\_ as a registering member in the 2024 end of season tennis tournament hosted by Top Spin-The Winning Edge delivered at Mohawk Park Tennis Club facility recognize that physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries; that although activities may not be strenuous, injuries or medical complications may occur; that my balance and physical coordination may affect the occurrence of accidents or falls. I acknowledge that if I feel there is a potential risk that may affect my safety and others that I will advise Top Spin-The Winning Edge and Mohawk Park Tennis Club and or affiliates/ partners immediately.

I acknowledge that there are risks associated with me registered in my participation of the tennis tournament. In the event of any injuries, I hereby authorize any medical treatment deemed necessary to me, or to the parties I am responsible for while participating or in attendance of the tournament and or any activity. I agree to pay all costs of medical services incurred on my behalf.

As a condition of my participation in the tournament, I hereby give Top Spin – The Winning Edge, Mohawk Park Tennis Club, and its designees the right in perpetuity, for the purpose of promotion and/or advertising, without any additional compensation payable to me, to make, use, show and/or license for any and all purposes, in a commercial and/or non-commercial manner, still pictures and motion pictures/recordings taken of me during the tournament or otherwise in any and all media known or hereafter devised, including, without limitation, print, film, radio, television and the Internet.

As a further condition of participating in the tennis tournament, and to the maximum extent permitted by law, I, on behalf of myself and my executors, administrators, heirs, personal representatives, successors and assigns, release, waive, hold harmless and discharge Top Spin-The Winning Edge, Mohawk Park Tennis Club, and its designees in any manner connected with any such tournament and other related activities, including, without limitation, the employees, officers, directors, agents and (the "Released Parties"), from any and all claims and demands of every kind, nature and character for any losses, injuries or damages that I may sustain, directly or indirectly, arising from or participating in the tennis tournament and or any other related activities on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties (the "Released Claims").

Top Spin – The Winning Edge and Mohawk Park Tennis Club cannot guarantee that I will not become infected with coronavirus. Further, attending the tennis tournament or any group physical activities could increase my risk of contracting coronavirus and other viruses, despite all preventative measures put in place.

To the maximum extent permitted by law, I hereby covenant and agree that I will not bring or be a party to any legal action or claim against the Released Parties for any reason based on any of the Released Claims. I agree to indemnify and hold harmless each of the Released Parties from any and all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including, without limitation, legal fees and costs) caused by or arising out of my participation in the tennis tournament, and/or related activities, including, without limitation, my breach of any provision of this Consent and Waiver and any damages caused by me and or the party that I am responsible for.

I \_\_\_\_\_ consent to use my photograph, likeness, biography, voice, or other identification, in print, film, radio, television.

I HAVE READ THIS CONSENT AND WAIVER FORM. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT OR PROVIDING A DIGITAL SIGNATURE BELOW, I HAVE SIGNED IT FREELY AND VOLUNTARILY.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

(Print) Player's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Player's Signature: \_\_\_\_\_