



## **PARTICIPANT WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT FORM**

I hereby voluntarily elect and solely on behalf of myself, assume all of the risks of injury incurred or suffered while participating in all activities of Beach City Tennis Academy (hereinafter referred to as (BCT). This includes BCT, its' sports, fitness or wellness programs, by way of example and not limitation, all or any defective equipment, or property, or facilities owned, maintained or controlled by them, or utilized by them, because of their possible liability without fault. I certify that I am physically fit and certify that there are no health-related reasons or problems which preclude my participation in BCT activities, and I have been advised that I may participate in any of these activities by a qualified medical professional.

I acknowledge this Accident Waiver and Release of Liability Form will be used by the organizers of BCT in which I may participate, and that it will govern my actions and responsibilities at said BCT facilities.

In consideration of my application, and permitting me to participate in BCT activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me during these activities, including my travel to and from BCT activities. This release shall include, but is not limited to, the following entities or persons in BCT, its' directors, officers, employees, and /or their coaches, agents, subcontractors, representatives or volunteers.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in these paragraphs from any and all liabilities or claims made as a result of participation in BCT sports, fitness or wellness activities, whether caused by negligence or otherwise. I acknowledge that BCT may carry with it the potential for death, serious injury, and personal loss. The risks may include but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, action of other people including, but not limited to, BCT, its' directors, officers, employees, participants, coaches, agents, subcontractors, representatives, volunteers, and/or spectators.

I consent and agree that BCT, and/or coaches, agents, subcontractors, representatives or volunteers may take photographs or digital recordings of me as a participant during these events and use these in any and all media for training or promotional purposes. I further consent that my identity may be

revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF/ON MY OWN FREE WILL.

**ADULT/PARENT GUARDIAN WAIVER FOR MINORS (under 18 years old)**

The Undersigned parent and or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in BCT activities, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

ADULT PRINTED NAME

PARENT/GUARDIAN PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_

ADULT PARTICIPANT'S SIGNATURE

PARENT/GUARDIAN SIGNATURE (if under 18)

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF PARTICIPANT PRINTED

\_\_\_\_\_