

ACCEPTANCE OF PERSONAL RESPONSIBILITY, RELEASE AND WAIVER OF LIABILITY

Tennis For Life partners with Winston-Salem State University to sponsor, sanction and host various tennis activities and events. These include tournaments, leagues, workshops, training opportunities and other events (collectively “events”). Events are generally held at WSSU facilities and sometimes organized and operated by and through local Community Tennis Associations operating within North Carolina (NC CTAs). Player as a participant in events acknowledges the risks associated with playing tennis, accepts those risks voluntarily, and in consideration of acceptance as a participant in events assumes all risks to the fullest extent permitted by law and agrees as follows.

1. Assumption of Risk. Tennis has risks that cannot be eliminated. Player acknowledges participation is voluntary and acknowledges Player understands the risks, including injury, illness, death, property damage and/or exposure to illness. Player assumes full responsibility for all risks, known or unknown, associated with participation in the events.

2. Added Risk from Global Pandemic. Player understands that despite care taken, a decision to participate in the events may increase Player’s risk of contracting Coronavirus (COVID-19) among other contagious/infectious syndromes/or diseases. Player knows and assumes all responsibility for all such risks.

3. Medical Considerations. Player acknowledges Player’s responsibility to determine whether participation in the events might threaten Player’s or any other participant’s health. Player accepts will not knowingly participate in an event if Player has a fever, shortness of breath, cough, or other possible symptoms of a contagious disease or if Player has been exposed to Coronavirus or other contagious diseases.

4. Release. Player personally and on behalf of Player's heirs and legal representatives releases and discharges USTA-NC, the NC Tennis Foundation, NC CTAs, the host facilities and their agents, employees, officers, directors or other representatives, successors and assigns ("releasees") from any and all claims or damages, losses or injuries arising out of or related to Player's participation in the events, including but not limited to bodily injury, property damage or death whether from negligence or otherwise. Player covenants not to sue releasees.

5. Rules and Regulations. Player agrees to abide by all rules and regulations and codes of USTA-NC, the NC Tennis Foundation and the events.

6. Use of Image. Player grants the irrevocable right (but not the obligation) to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, prepare derivative works from or otherwise preserve or use in any format Player's appearance or participation in the events, including, name, likeness, signature, voice, conversation, sounds, data or other information in connection with Player's participation or presence at the events without compensation to Player.

7. Governing Law. This Acceptance of Personal Responsibility, Release and Waiver of Liability has been entered into and shall be governed by and construed under the laws of the State of North Carolina. The courts of the State of North Carolina shall be the exclusive forum for its enforcement or interpretation.

PLAYER HAS READ THIS ACCEPTANCE OF PERSONAL RESPONSIBILITY, RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS

PLAYER RELEASES SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO PLAYER. PLAYER INTENDS PLAYER'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF PLAYER SIGNS ELECTRONICALLY OR BY FACSIMILE, PLAYER ACCEPTS AND ADOPTS SUCH SIGNATURE AS PLAYER'S ORIGINAL SIGNATURE AND INTENDS TO BE BOUND THEREBY.

SIGNED: _____

DATE: _____

PLAYER PRINT NAME: _____

DATE OF BIRTH M/D/YYYY): _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGMENT (IF UNDER THE AGE OF 18)

I represent and warrant I am the parent or legal guardian of _____, the minor individual who signed as Player and that I have received, read, and understood the foregoing Release and Waiver. I consent to and voluntarily authorize the minor player to execute this Release and Waiver (or, if applicable, I have voluntarily executed said Release and Waiver on the minor player's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases herein shall be regarded as made by me on behalf of the minor player and shall bind me and the minor player.

In consideration of Releasees possibly including me and/or the minor player in the event, I agree to be bound by and to perform the terms and conditions of this Acceptance of Personal Responsibility, Release and Waiver of Liability (including, without limitation, the provisions regarding

release of all claims), as such terms and conditions may relate to my participation and/or the participation of the minor player in the events.

SIGNED: _____

DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR PLAYER: _____