



Growing tennis, Growing Fitness

Tennisbuddys,LLC - 2012 Participant Liability/Consent, Waiver and Release

RELEASE AND CONSENT I hereby acknowledge that I have read tennisbuddys policy online and will abide by it, and release the Instructor, Aruna C Bernier, the staff of tennisbuddys and the owner of the court/facility, from any and all claims, demands, and causes of action whatsoever growing out of or resulting from the participation in any and all tennisbuddys programs. I understand the physical dangers and risks inherent in the Program and hereby attest that I am physically able to participate in the Program, and I assume freely all of such risks including, without limitation, risks of personal injury or death. I hereby release and hold harmless, on behalf of myself and my heirs and representatives, tennisbuddys, the Tennis Industry Association, the United States Tennis Association Incorporated, the Facility, and all of their affiliated associations, officers, directors, employees, representatives, and agents (collectively, the "Releasees") from all claims, damages, costs and liabilities, whether known or unknown, anticipated or unanticipated, that I have or may ever have relating in any way to my participation in the Program, and I agree that I will not bring any suit, claim or action against the Releasees for any reason. I understand that I may stop participating in the Program at any time and fully understand its contents and the nature of the Program.

I understand that tennisbuddys will take group photos and action shots, videos, for the sole purpose of their website, tennisbuddys,LLC tennis related program promotions, brochures and greeting cards and video tape analysis for higher levels and for training videos for viewing purposes. By reading this and registering for tennisbuddys program, I am giving my permission to take photos for tennisbuddys above use. Tennisbuddys hands out gifts and prizes and candy, to its junior students which are purchased by tennisbuddys,LLC. I understand it is my responsibility to review and evaluate any prizes and awards given to me or my child & choose to use or not use them once accepted. It is my responsibility to evaluate what is safe and unsafe before use.

MEDICAL RELEASE I understand that I should consult with my physician before beginning this or any other fitness program and that the instructions and advice presented in connection with the Program are in no way intended as a substitute for medical advice. I hereby consent to emergency medical or hospital service that may be rendered by or at accredited hospitals, by appointed physicians, in the event such need arises in the opinion of a duly licensed physician, and will be responsible under my own insurance policy coverage. I have read this form prior to signing it and fully understand its contents and the nature of the Program. Any questions I might have had have been answered to my satisfaction. I freely agree to the terms of this form and tennisbuddys online policy,. If I am a parent or legal guardian signing off on this form on behalf of a minor, I acknowledge and agree that all agreements and releases herein are regarded as made by me on behalf of the minor or myself (if I am a participating adult tennis student) and are binding on me and the minor.

By signing this form, I am acknowledging that I have read the contents above and will fully comply with it and will lose any right as a Participant to sue tennisbuddys, LLC or it's instructors.or employees, its officers and agents because of any disputes or disagreements arising from my participation, injuries, illness or death Participant sustains resulting from his/her negligence or any other conduct actionable under the common law of the State of Texas, the statutes of the State of Texas, or under any otherwise available equitable relief. Participant understands that signing this document involves the waiver and release of valuable legal rights.

All information below must be completed in order to be able to participate:

Participant Name: _____ Age (if Junior): _____

Medical history if any we should be aware of _____

Parent Signature: _____ Date: _____

Parent e-mail address _____ Parent cell phone _____