



WAIVER & RELEASE

PARTICIPANT HEREBY RELEASES, DISCHARGES AND HOLDS HARMLESS PALO ALTO TENNIS CLUB (“CLUB”), AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, SPONSORS, MEMBER ORGANIZATIONS, SUCCESSORS AND ASSIGNS, THE VENUE(S) USED (COLLECTIVELY, THE “RELEASEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PARTICIPANT’S AND PARTICIPANT’S CHILDREN’S PARTICIPATION IN CLUB PROGRAMS, OR ANY ACTIVITY OR EVENT RELATING THERETO, INCLUDING TRAVEL TO AND FROM, AND PARTICIPANT DOES HEREBY COVENANT AND AGREE THAT HE/SHE WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST RELEASEES FOR ANY REASON.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Club from any injury, loss or liability whatsoever including reasonable attorneys’ fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant’s heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant’s voluntary participation in or decision to participate in Club activities, or travel to and from all Club activities. *This Indemnification and Hold Harmless Agreement is intended to be all encompassing.*

In addition, Participant hereby consents, in perpetuity, throughout the world, to the use of his/her name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant during Participant’s participation associated with Palo Alto Tennis Club programs, or any activity or event relating thereto, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Parent or guardian also hereby consents, in perpetuity, throughout the world, in a manner consistent with common usage with respect to typical Tennis Event Activities, for and to the use of Participant’s children’s name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant’s children during their participation associated with Palo Alto Tennis Club programs, or any activity or event relating thereto, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Participant consents to all such uses without any further compensation or other consideration becoming due to Participant. As this consent will be acted upon forthwith, it is irrevocable.

Physical Condition and Medical Release: Participant attests that s/he and any minor children are physically and mentally capable of participating and have no known health restrictions that might jeopardize their safety or health or the safety or health of others during their participation in Club activities. Participant hereby consents to the rendering of emergency first aid and other medical procedures, which at the time of injury or illness seems reasonably advisable. Participant further understands that s/he will be responsible for payment of any such medical procedures. Participant hereby agrees to abide by all applicable rules and regulations and codes of Palo Alto Tennis Club and/or the same as may be adopted by Palo Alto Tennis Club from time to time.

In Participant’s capacity as parent or legal guardian of any minor children, Participant hereby gives permission for such children or wards to participate in any Club activity which such children/wards attend, and any specific Club activity or event for which children or wards are registered; Participant acknowledges and agrees to all terms relating to children/wards set forth in this Waiver and Release form.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Participant’s Full Name: _____

Participant’s Signature: _____ **Dated:** _____

Parent/Guardian: _____

Parent/Guardian Signature: _____ **Dated:** _____