

## TENNIS ON THE LAKE LIABILITY and IMAGE RELEASE AGREEMENT

I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities including but not limited to the Company's tennis program. I also understand, that if necessary, the Company may utilize Company vehicles to transport me (or my minor child) from one location to another. On behalf of myself (or my minor child), I expressly acknowledge my full understanding of the risks of injury, including serious injury, disability or death that arise from participation in the Company's tennis program. I further certify that I (or my minor child) am in good health and sufficient physical condition to properly participate in the tennis program. My (or my minor child's) participation is voluntary in all respects and I freely and knowingly assume all risks, known and unknown, foreseen and unforeseen, of injury, death, and illness that may result from such activities. I accordingly assume full and sole responsibility for my (or my minor child's) participation in the Company's tennis program.

I hereby agree to release, discharge, hold harmless, and indemnify Tennis on the Lake (the Company) and its owners, directors, officers, employees, agents, volunteers, participants licensees and all other persons or entities acting for them of and from any and all loss, damage, cost, expense, or injury to person or property, including but not limited to, all acts or omissions constituting negligence on Company's part, except for willful or wanton negligence or misconduct. This is a complete and irrevocable release and waiver of liability.

I grant permission to Tennis on the Lake (the Company), its employees and agents, to take and use visual/audio images of me without any compensation. Visual/audio images include any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips, or accompanying written descriptions. The images may be used, edited, altered, or added to, in all territories worldwide in perpetuity in all manner or media now known or hereafter devised, without notifying me. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I release the Company and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the use of the images or printed material used with the images.

I agree that any material I may submit to the Company, including but not limited to interview responses, writing samples, testimonials or endorsements, becomes

subject to a perpetual, worldwide, royalty-free, non-exclusive license for the use, reproduction, translation, alteration, performance, display, modification, adaptation, and publishing of the material, in whole or in part, in any manner or media now known or hereafter devised, and for any purpose.

I will not receive compensation for this release. I am at least 18 years of age, or a parent or legal guardian of a participating minor, and I am competent to sign this release. This release shall be governed by Illinois law.