

WAIVER :

I, for myself, my heirs, next of kin, my executors and my administrators, hereby waive, release and discharge to the fullest extent permitted by law, any and all rights, claims and/or causes of action I may have or hereafter acquire against Performance Tennis Management, LLC, Rocky Mountain Tennis Academy, LLC (hereinafter collectively referred to as "the Sport Center") and/or its owners, representatives, successors, and assigns, and/or its event sponsors, owners of event premises, licensees and/or licensors for any and all losses, damages and/or injuries (actual and/or consequential) which may be suffered by me, my family, and/or my guests arising out of or in any way related to the use of any equipment, activity, lessons, programs, leagues, tournaments, and/or special events, including but not limited to any claims of personal injury or death from participating in or attending any such activity, and/or loss of personal property by theft or otherwise during said activity, any publicity related to any event, any prizes awarded, and/or loss of collegiate or high school eligibility as a result of participation in any event, whether caused by negligence of the event organizers or otherwise. I am aware of the possible risks inherent in the nature of the activities provided by the Sport center and that the Sport Center does not provide medical insurance covering injuries of any nature incurred in any activity and/or event.

ASSUMPTION OF RISK. The undersigned (or his/her parent or guardian) hereby assumes full responsibility for any and all risk of bodily injury, death or property damage due to the negligence of the event organizers or otherwise participating in or observing in any and all the the Sport Center activities.

PUBLICITY. The undersigned (or his/her parent or guardian) hereby consents to the use without compensation, of his/her name and/or likeness, biographical material and/or voice in publicity and advertising concerning any and all the Sport Center activities and by sponsors of any event and/or their promotion by way of any media throughout the world.

FOR USE WHEN MINORS ARE INVOLVED. I understand that every precaution will be taken to protect the safety of each participant in this program. However, I also understand that I am responsible for all personal medical insurance on the above-named child (hereinafter "the child") and that I will be responsible for any medical costs incurred as a result of the child's participation in this program. I agree to assume full risk for any and all activities in which the child may participate and I hereby waive, relinquish and release any and all claims which I and/or the child may have or obtain against Performance Tennis Management, LLC, Rocky Mountain Tennis Academy, LLC or any of its owners, officers, agents, servants, employees, associates, affiliates as a result of injury which I and/or the child may sustain in any activity associated with the Sport Center. I voluntarily accept this risk and agree that the Sport Center will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any other damages. If there is any claim by anyone based on injury, loss or damage described herein, which involves me or the child, I agree to defend and indemnify the Sport Center against such claims and reimburse the Sport Center for any and all expenses relating to said claim. In case of medical emergency, I authorize the Sport Center to arrange for emergency medical treatment of the child.