

## **The SPORTS PROGRAM**

### **Tennis. Athletics. Fitness.**

#### **ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

For and in consideration of participation in activities supervised, sponsored or otherwise associated with the Sports PROgram;

**I HEREBY RELEASE AND FOREVER DISCHARGE THE SPORTS PROGRAM, TAMRA SULLIVAN, ALBERTO MARTIN AND ANY AND ALL OF ITS EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL MANNER OF CLAIMS, CAUSES OF ACTION OR LIABILITIES, WHICH I OR MY HEIRS, ASSIGNS OR PERSONAL REPRESENTATIVES NOW HAVE OR MAY EVER HAVE AT ANY TIME IN THE FUTURE AGAINST THE SPORTS PROGRAM AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS, RELATING TO ANY INJURY, LOSS, DAMAGE OR HARM OF ANY KIND WHICH HAS, WILL OR MAY RESULT OR HAPPEN TO ME WHILE I AM PARTICIPATING IN ACTIVITIES SUPERVISED, SPONSORED OR OTHERWISE ASSOCIATED WITH THE SPORTS PROGRAM (HEREAFTER, "THE ACTIVITIES"). I HEREBY ASSUME ALL RISK OF ANY DAMAGE, INJURY OR LOSS WHICH MAY OCCUR TO ME AND I HEREBY AGREE TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE SPORTS PROGRAM AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS FOR OR AGAINST ANY AND ALL MANNER OF CLAIMS CAUSES OF ACTION OR LIABILITY ARISING OUT OF PARTICIPATION IN THE ACTIVITIES.**

#### **I hereby understand, acknowledge and agree that:**

1. I (the guest) and/ or my child agree and understand that physical exercise, group classes, aerobic activity, strength and agility training, and the use of conditioning equipment is a potential hazardous activity. I also understand that tennis, fitness, exercise, and athletic training involves risk of injury, and that I am voluntarily participating myself or my child in these activities with the knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risk of personal injury or death to myself, my child or others.
2. I hereby further declare myself and /or child to be physically sound and suffering no condition, impairment, disease, infirmity, or other illness that would prevent my participation except as hereinafter stated.
3. I understand the policies and procedures of the Sports PROgram and I will obey and comply with all rules, regulations and policies or instructions of the Sports PROgram and its employees or agents, including volunteers. It is my responsibility to ask questions and clarify any rules, regulations policies or instructions which I do not fully and completely understand.
4. It is my obligation and responsibility to myself as well as to other participants in the activities to conduct myself in a safe and reasonable manner and I will not participate in the activities while experiencing any physical, mental or other condition that might hinder my ability to comply with these terms including physical, mental or emotional conditions, impairments due to recent use of legal prescription or non-prescription drugs or any use whatsoever of alcoholic beverages or illegal drugs and substances.

5. I am responsible for inspecting, maintaining and verifying that any and all equipment, gear and apparel that I may utilize while participating in the activities is in good operating condition regardless of where or from whom I have obtained such equipment, gear and apparel.

**MY USE OF ANY EQUIPMENT, GEAR, AND APPAREL IS AT MY OWN RISK AND I SHALL SOLELY BEAR THE RISK OF ANY DAMAGE, INJURY OR LOSS THAT MAY OCCUR FROM SUCH USE.**

6. In the event of a medical emergency as determined by the Sports PROGRAM or its employees, agents or volunteers, I hereby authorize the Sports PROGRAM or its employees or agents to seek appropriate immediate medical treatment for my care/or child's care including, but not limited to X-ray and radiological procedures, and such other dental, medical, or surgical procedures, including anesthesia as may be determined by medical personnel until my parent, guardian or other family member indicated below has been contacted and is present.

7. I do hereby acknowledge that I have been informed of the need for a physician's approval for myself and/or child's participation in any physical activity. I acknowledge that I/and or child have either had a physical examination and have been given permission to participate, or that I have decided to participate myself and/ or child in activity without the approval of my physician, and do hereby assume all responsibility to participate in all activities, with utilization of equipment in activities.

**I HAVE READ THIS ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND EACH AND EVERY PROVISION AND I VOLUNTARILY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT BY SIGNING MY NAME BELOW.**

Participant Name (Print): \_\_\_\_\_ Telephone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If under age 18, Permission of parent or guardian required by signature:**

Parent/Guardian Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Medical Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_