

Tennis Academy Release and Waiver of Liability

Rasch Kersey Tennis Academy, LLC

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RASCH KERSEY TENNIS ACADEMY, LLC, A STATE OF GEORGIA LIMITED LIABILITY COMPANY, PAUL RASCH, INDIVIDUALLY, AND MARY BROOKE KERSEY INDIVIDUALLY (collectively "Sponsors").

I desire for myself or my child to participate in the activity described above (the "Activity"), including, without limitation, to be a passenger in any vehicle, whether the vehicle is owned by Sponsors, me, or any other party, or otherwise enter any area where the Activity takes place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity. In consideration of myself or my child being permitted to participate in the Activity, I hereby agree to all the terms of this Release of **Liability** and **Waiver** of Rights (this "Release and **Waiver**"), including all the covenants and agreements.

This Release and **Waiver** shall be binding upon and enforceable against me or my child, my personal representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and **Waiver** shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release and **Waiver** is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and **Waiver** to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and **Waiver** shall continue from this date forever. This document constitutes the entire agreement between Sponsors and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules, and regulations (collectively, "**Applicable Law**"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and **Waiver** shall be construed and interpreted as broadly as possible under the Applicable Law of the jurisdiction in which the Activity takes place.

PERSONAL INFORMATION

Please fill in the information below.

My Full Legal Name:

My Child’s Full Legal Name and Date of Birth:

Emergency Contact Name and Phone:

_____ () _____ - _____

RELEASE AND WAIVER

I hereby irrevocably and unconditionally agree for myself or my child and my personal representatives, my heirs, next-of-kin, insurers, successors, and assigns, as follows:

1. **ASSUMPTION OF RISK.** My choice to allow myself or my child to participate in the Activity is knowing, voluntary, and made for myself or my child’s personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, including the negligence of the Sponsors, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Sponsors and their respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity (collectively referred to in this Release and **Waiver** as “**Sponsors**”) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other **liability** of any kind, of or to myself or my child, his or her property, or any other person, directly or indirectly arising out of or in connection with my or my child’s participation in the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Sponsors.

3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Sponsors from and for all damages, losses, costs, or expenses (including legal fees) incurred by Sponsors or paid by them to any person (including my or my child’s insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my or my child’s participation in the Activity. I will reimburse Sponsors if anyone makes a claim against Sponsors in connection with my or my child’s participation in the Activity, including, without limitation, any accident that I or my child may be involved in or any injury, loss, damage to myself or my child, other parties or property however caused.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Sponsors, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or my child, other parties, or my (or others') property in connection with my or my child's participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Sponsors responsible for any injury, loss, or damage sustained by me or my child, other parties, or my or my child's (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Sponsors. I waive my insurers' right to make a claim against Sponsors based on payments by insurers to me or my child or on my behalf or my child's behalf for any reason. This means my insurers have no rights of subrogation against Sponsors.

5. **MEDICAL EXPENSES.** I hereby consent for myself or my child to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation or my child's participation in the Activity and understand that I am solely responsible for all costs related to myself or my child's medical treatment, medical transportation and/or evacuation.

6. **REPRESENTATIONS.** I, or my child, is in good health, in proper physical condition, and does not have any medical or other conditions that would impair my or my child's ability to ride in a vehicle or otherwise participate in the activity. If at any time I believe conditions to be unsafe for myself or my child or that myself or my child is no longer in proper physical condition to participate in the Activity, I will immediately discontinue my or my child's further participation in the Activity.

7. **PUBLICITY.** I hereby grant Sponsors, without limitation, the right to use my or my child's name and likeness in connection with the Activity for any publicity without further compensation or permission.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF OR MY CHILD BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE (INCLUDING THE COVENANTS AND AGREEMENTS ON THE REVERSE SIDE) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF SPONSORS IN ALLOWING ME OR MY CHILD TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO BE A PASSENGER IN ANY VEHICLE PROVIDED BY ME, SPONSORS, OR OTHER PARTIES.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSORS.

Date: _____

Signature: _____

Printed Name: _____

Signature of Child if above the age of fourteen (14)

Date: _____

Signature: _____

Printed Name: _____