

## TRIMP TENNIS ACADEMY AGREEMENT, RELEASE AND WAIVER

In consideration of being able to participate in various activities within the Trimp Tennis Academy, the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns hereby acknowledges and agrees as follows:

1. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at the Trimp Tennis Academy and waives all claims for damage to person or property arising from such participation. This release and waiver covers risks of death, serious injury and property loss whether arising from (i) negligence or carelessness on the part of the persons or entities being released and other participants, or (ii) dangerous or defective equipment.
2. The undersigned certifies that participant(s) listed below are physically fit and may participate in the activities available at the Trimp Tennis Academy and has not been advised otherwise by a qualified medical person;
3. The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns hereby releases, discharges and holds harmless any authorized entity doing business as the Trimp Tennis Academy and its officers, agents, employees, representatives, and all affiliates, from any and all claims, damages or liability arising from death, disability, personal injury, property damage or theft, or actions of any kind;
4. The undersigned agrees to comply with the rules and conditions of participation expressed or posted at the Trimp Tennis Academy. If the undersigned observes any significant hazard during such participation, the undersigned will promptly inform an employee and/or agent of the Trimp Tennis Academy and;
5. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by the Company and that it will govern the undersigned's actions and rights.
6. Tennis clinics are primarily for the Trimp Tennis Academy members and their guests. Members must be enrolled or present with their guest(s) up to a maximum of four guests per household.
7. Unsponsored participants may join the Trimp Tennis Academy sponsored class for an additional fee. This fee will depend on what location you are participating at. For example: at Sardis the guest fee is \$5, so a once per week clinic lasting 5 days incurs a usage fee of \$25.00. Such fees are payable on or before the first day of class; no refunds for non-attendance or cancellation.

**Participant Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_

**Email Address:**

\_\_\_\_\_

**Emergency contact phone #(s):**

\_\_\_\_\_

*Please choose those that apply to you:*

- I am a member of [Name of the club].
- I am the guest of [Name of Club].
- I agree to the use of any pictures taken of the participant by Trimp Tennis Academy.