

# 2014 American Collegiate Invitational Player Legal Consent Waiver

**Each Player is required to sign the 2014 American Collegiate Invitational Consent Waiver before the player is allowed to compete in the 2014 American Collegiate Invitational. The waiver can be submitted in advance or completed on arrival at Player Registration. If you would like to submit the waiver in advance, please print, sign and return via fax to 914.696.7178 or via e-mail to usopenentries@usta.com.**

**Please note that players under the age of 18 will also require the signature of a parent or legal guardian.**

In consideration of the acceptance of my entry, I acknowledge the risks associated with participating in the 2014 American Collegiate Invitational and/or any event staged in connection therewith (collectively, the "2014 US Open"), accept those risks voluntarily and hereby for myself and on behalf of my heirs and legal representatives release and discharge United States Tennis Association Incorporated ("USTA"), USTA

National Tennis Center Incorporated, the City of New York, and each of their respective officers, directors, employees, volunteers and representatives (collectively, the "Released Parties"), of and from any and all claims and demands of every kind, nature and character for any loss, injury, damage, which I may suffer or sustain, by negligence or otherwise, to the fullest extent permitted by law in connection with any aspect of the 2014 US Open, including but not limited to any action and/or decision taken regarding the conduct of any matches.

In consideration of the acceptance of my entry, I hereby agree to abide by all applicable rules, regulations and codes of the USTA, Grand Slam Board, ITF, ATP World Tour or WTA, and the 2014 US Open including but not limited to the following:

(1) Every player must be dressed in a professional manner for all matches. Clean and customary tennis attire must be worn. The Referee will have the authority to order the player to change his/her attire immediately if, in his opinion, it is not acceptable. Failure of a player to comply with such order may result in immediate default; (2) At all times while on-site at the 2014 US Open (both on-court, during press conferences or tournament ceremony), no commercial identification shall be displayed by player other than as specifically permitted by the 2014 Official Grand Slam Rule Book or as otherwise provided by the Referee; and (3) Players are strictly prohibited from taking motion pictures, still pictures, sound recordings and any other reproductions of any description in the locker rooms. I am aware of and accept that: (1) The Referee will have the authority to take any action he deems necessary in the interests of the US Open, including but not limited to defaulting a player, without any resulting liability for any of the Released Parties; (2) I am strictly prohibited from requesting a 2014 US Open Credential and/or player ticket for any person(s) other than my personal coach, trainer, family members and bona fide guests whose attendance is directly related to my participation in the 2014 US Open. 2014 US Open Player Guest Credentials and player tickets, if available, may only be used for legitimate player guests (no resale or transfer by player guest), and player may not receive any direct financial or other benefit as consideration. The USTA will hold me responsible for any sale, purchase or transfer of my 2014 US Open Coach/Trainer/Player Guest Credentials and/or player tickets under the Grand Slam Code of Conduct and may also revoke my trainer/player guest credential and/or player ticket privileges in the future; and (4) The USTA will hold me responsible under the Grand Slam Code of Conduct for the behavior of anyone receiving a 2014 US Open Credential and/or player ticket at my request. In addition, I am aware of and accept that: (1) I am strictly prohibited, directly or indirectly through others, from wagering anything of value in connection with the 2014 US Open; (2) I am strictly prohibited, directly or indirectly through others, from offering or receiving anything of value to or from any person with the intent to influence any player's efforts in the 2014 US Open; (3) I will strictly adhere to the Uniform Tennis Anti-Corruption Program; and (4) Any violation of these regulations will subject me to severe financial penalties as well as a maximum penalty of permanent suspension from play in all Grand Slams.

I am aware of and accept that: (1) I may be required to undergo drug testing imposed upon the 2014 US Open by authorities outside its control and/or the governing bodies of the sport; (2) I authorize any entity responsible for such drug testing to notify the USTA should it be determined that I have violated the Tennis Anti-Doping Program and/or any other applicable anti-doping regulations.

I am aware of and accept that the American Collegiate Invitational is subject to extension and/or cancellation (in whole or in part) due to force majeure or other events as determined by the USTA in its sole discretion. In consideration of the acceptance of my entry: (1) I hereby agree that I will not compete in any other tennis tournament or tennis exhibition staged during the 2014 US Open (August 25 – September 8); (2) I hereby agree that I will be respectful of US Open sponsors, television partners, business partners, and all attendees; and (3) I hereby grant, or have secured a royalty free perpetual license to grant where applicable, to the USTA and its assignees the right to use or authorize the use of my name, voice, likeness, university or college name, colors and logo, signature and biographical material without additional compensation for the purpose of publicizing, promoting and advertising the USTA and its affiliates including but not limited to the 2014 US Open, and for the televising, broadcasting and filming of the same; and hereby grant and assign to the USTA and its assignees in perpetuity throughout the world the right to make, use, show and reproduce in any way now known or hereafter devised, for commercial and non-commercial purposes without additional compensation, still pictures, motion pictures, sound recordings, posters, live, taped or filmed television taken of me during the 2014 US Open; provided, however, the use of my identification (e.g. name, photograph, likeness, biography, voice, etc.) shall not be identified as or represented to be an endorsement by me of any product, service or company.

In further consideration of the acceptance of my entry, and to assist the USTA in its mission to promote and develop the growth of tennis, I hereby agree to: (1) Cooperate with the media in reasonable pre-match interviews, post-match interviews, press conferences, interviews on-court; and (2) Participate, if requested, in Arthur Ashe Kids' Day on Saturday, August 23, 2014, or another reasonable promotional activity (not to exceed 60 minutes) related to the 2014 US Open. My participation in any of the promotional activities outlined herein shall not be identified as or represented to be an endorsement by me of any product, service or company.

I understand that: (1) Entry by anyone other than me in no way diminishes the application of the above rules; and (2) I will not be allowed to collect my credential or participate in any competition at the 2014 US Open until this Entry Form has been duly signed by me. This agreement shall be construed in accordance with the laws of the State of New York, USA, without regard to its principles of conflicts of laws. Any dispute arising under this agreement shall be litigated in a federal or state court of competent jurisdiction located within the County of Westchester, State of New York, USA.

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Print Name

Signature of Applicant

Date

*If under 18 years of age, signature of parent or legal guardian:*

## **PARENT/LEGAL GUARDIAN ACKNOWLEDGEMENT & CONSENT**

*In consideration of my child's participation, I, by my signature below, and in my capacity as parent or legal guardian, hereby: (a) give permission for my child to participate voluntarily in the 2014 American Collegiate Invitational; and (b) acknowledge and agree to all of the terms as set forth herein.*

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Print Name

Signature of Parent or Legal Guardian

Date