

USTA-TEXAS PARTICIPANT CONSENT, RELEASE, WAIVER AND INDEMNIFICATION

Covenant Not to Sue; Release and Waiver: In consideration of United States Tennis Association - Texas Section, (“*USTA-Texas*”) accepting the enrollment or application and membership of Participant and/or Participant’s enrollment or application in any (i) USTA-Texas sanctioned tournament or event, or (ii) any other event for which applications are accepted through links on any USTA website (collectively, a “*Tournament*” or “*Tournaments*”) Participant (or if Participant is a minor, Participant’s Parent and/or Guardian) covenant and promise not to sue or bring any claim, demand or other action against USTA-Texas and its affiliates, or any of their members, directors, officers, employees, attorneys, volunteers, sponsors, committees, representatives, independent contractors or agents, including but not limited to any organization or individual conducting any tournament or event of any kind and any committees, organizations, officials, or individuals associated therewith and their respective successors or assigns (collectively, the “*USTA Parties*” or individually a “*USTA Party*”), and discharge, release and waive each of them from all liability in connection with all allegations, demands, or other claims for any of (1) personal injury or illness (including death) and/or (2) damage to, or loss or theft of property (including, without limitation, personal items, car, and money), and/or (3) any other losses or damages (whether monetary or otherwise) that may be alleged or claimed against any USTA Party arising, directly or indirectly, or to any extent whatsoever, from Participant’s (1) membership in USTA-Texas; (2) presence at or participation in any Tournament (or travel to and from thereto); (3) receipt of medical care or treatment for any physical or mental condition; (4) use of services, premises, and equipment by whomever provided; and (5) involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding USTA-Texas’ gross negligence, willful misconduct or criminal behavior. Participant and if applicable, Participant’s Parent or Guardian acknowledge and agree that the provisions hereof shall be binding upon Participant’s heirs, family, next of kin, personal representative, successors and assigns.

Indemnification: Participant and Parent/Guardian also agree to indemnify and hold harmless each of the USTA Parties from any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, suits, causes of action, actions, demands, liabilities, losses, damages, assessments, judgments, fines, penalties, threats, sums of money, accounts, costs, expenses, known or unknown, direct or indirect, at law or in equity or in settlement or in any other proceeding and whether or not suit was filed thereon (collectively, the “*Claims*”, individually a “*Claim*”) directly or indirectly, to any extent whatsoever, caused by Participant and/or his/her Parent/Guardian and to reimburse upon demand the USTA Parties for any and all expenses or other damages incurred for Claims brought against any of the USTA Parties as a result of Participant’s and/or his/her Parent’s/Guardian’s membership in USTA-Texas; presence at or participating in any Tournament; receipt of medical care or treatment for any physical or mental condition; use of services, premises, and equipment by whomever provided; as well as Participant’s and/or his/her Parent’s/Guardian’s negligence, willful misconduct, or criminal behavior; involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding USTA-Texas’ willful misconduct or criminal behavior. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF ANY USTA PARTY, BUT WILL NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL BEHAVIOR OF ANY USTA PARTY.** Participant and his/her Parent/Guardian agree to pay all costs and attorneys’ fees and expenses incurred by any of the USTA Parties with respect to any matter contained in this Consent, Release, Waiver and Indemnification including, without limitation, any costs and expenses or other damages incurred by or in connection with investigating and/or defending a Claim, proceeding or otherwise.

Authorization of Photography, Film, Audio, and Text: Participant and his/her Parent/Guardian hereby irrevocably grant to USTA-Texas, its successors and assigns, its agents and those whom it commissions or permits to be at the Tournament, the absolute, unrestricted and unlimited license, right, permission and consent to collect, use and reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all trade purposes or commercial or other advertising or public purposes, and in any and all advertising, publicity, display, publication or media (collectively, a “*Publication*”), Participant’s name, biographical materials, signature and likeness, and any portraits, pictures, photographic prints or other representations of Participant, or in which Participant may appear, or any reproductions or sketches thereof or parts thereof, photographic or otherwise (collectively, “*Participant’s Name and Likeness*”) with such additions, deletions, alterations or changes therein as USTA-Texas in its discretion may make, either separately or together with Participant’s name or a fictitious name, or the name of another person, with or without any statements or testimonials made by Participant, or authorized by Participant which USTA-Texas in its discretion, prepare for use in connection therewith. Participant and his/her Parent/Guardian warrant that they have not limited or restricted the use of Participant’s name or photograph to the use of any organization or person. Participant and his/her Parent/Guardian understand that in proceeding with the actions stated above, USTA-Texas will do so in full reliance on the foregoing permission. Further, Participant and his/her Parent/Guardian acknowledge that third parties not affiliated with USTA-Texas may also publish Participant’s Name and Likeness and Participant and his/her Parent/Guardian also consent thereto.

Participant and his/her Parent/Guardian hereby consent, release, waive and discharge USTA Parties from any and all Claims arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy, violation of any right of publicity or violation of any statutory right.

Assumption of Risks: Tennis, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. Tennis is an activity which involves strenuous exertions of strength using various muscle groups, quick movements involving speed and change of direction, and may involve contact with equipment or fixed objections. The risks associated with tennis range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones or concussions, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. Participant and his/her Parent/Guardian hereby expressly agree that they understand the nature of tennis and appreciate the types of injuries and risks that exist, and Participant and his/her Parent/Guardian knowingly assume all related risks.

Medical Release: Participant and his/her Parent/Guardian hereby consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness seems reasonably advisable. Participant and his/her Parent/Guardian further understand that Participant and his/her Parent/Guardian will be responsible for payment of any such medical procedures.

Severability and Venue: Participant and his/her Parent/Guardian further expressly agree that this Consent, Release, Waiver and Indemnification is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect.

Acknowledgment of Understanding: Participant and his/her Parent/Guardian have read this waiver and fully understand its terms. Participant and his/her Parent/Guardian understand that Participant and his/her Parent/Guardian are giving up rights, including the right to compensation for injury resulting from negligence of USTA-Texas. Participant and his/her Parent/Guardian acknowledge that they are signing this agreement freely and voluntarily, and intend their signatures to be a complete and unconditional consent, release and waiver of all liability to the greatest extent allowed by law.

Signing this waiver as Parent/Guardian, I acknowledge that I am authorized to and I am consenting to Participant's participation in USTA-Texas and USTA-Texas Tournaments and represent to USTA-Texas that I understand all risks are assumed by Participant and myself and all related Claims are expressly waived in advance, other than claims not expressly or implied covered herein.

*Signature of Parent/Guardian: _____ Date: _____

Signature of Participant: _____ Age: _____ Date: _____

* If Participant is under 18 years of age, parent or legal guardian must sign on behalf of Participant.