

UPPER RIDGEWOOD TENNIS CLUB
RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in activities, lessons, clinics, programs, competitions or events (“Activities”) at or sponsored by the Upper Ridgewood Tennis Club (URTC), I for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree and represent that I understand the nature of the Activities to be engaged in and that I am qualified, in good health, and in proper physical condition to participate in such Activities.
2. I fully understand that participation involves risks and dangers of bodily injury, BODILY INJURY, including DISABILITY, PARALYSIS and DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, or the NEGLIGENCE of the “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS and LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.
3. I hereby RELEASE, DISCHARGE, AND COVENANT NOT TO SUE URTC, their officers, trustees, agents, members, volunteers, and employees, other participants, any sponsors, advertisers, (each considered one of the “Releasees” herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” or OTHERWISE; and I further agree that if despite this RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, losses, liability, damage, or cost which any may incur as the result of such of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

If my minor child or ward is the participant in the activities, said agreement is entered into on their behalf and the representations herein apply to said minor or ward.

Dated: _____

Printed name: _____ Signature _____

Witness: _____

If under 18 years of age, you must have your parent sign.

Dated: _____

Parent’s name: _____ Parent Signature: _____

Address: _____

Witness: _____