

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY, BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY, RELEASING AND WAIVING CLAIMS AGAINST SOUTHERN INDIANA TENNIS ACADEMY LLC AND ELIZABETH BANET, AND OTHER LEGAL RIGHTS, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

Parties. We will refer to SOUTHERN INDIANA TENNIS ACADEMY, ELIZABETH BANET, "us" or "we" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".

ASSUMPTION OF RISK

I acknowledge that participation in physical activities, including tennis, personal fitness training, and use of any equipment or facilities, carries inherent risks. I understand that by engaging in these activities or entering the premises, I assume full responsibility for any injury or damage I may sustain. I assume the risk of any injury or damage that I may suffer, whether engaging in physical activity or not. This includes injuries or damages sustained while using any equipment or general areas such as sidewalks, parking lots. I understand that this waiver includes injuries or damages resulting from the negligence of the instructors or their affiliates, employees, and agents, whether active or passive.

SPECIFIC ACTIVITIES

I assume all risks related to my participation in tennis activities (including personal fitness), whether group or private training. I am voluntarily participating in these activities with full knowledge of the potential risks involved, including but not limited to physical injuries, illness, damage to property, or loss of personal items.

I understand that maintaining proper hydration is of vital importance for my health and safety especially during summer months. I agree to provide my own water or other forms of hydration.

WAIVER OF LIABILITY AND INDEMNIFICATION

I hereby waive and release SOUTHERN INDIANA TENNIS ACADEMY LLC and ELIZABETH BANET and its employees, agents, representatives, successors, and assigns from any and all claims, demands, or causes of action arising from my participation in tennis activities. This waiver includes claims arising out of negligence and covers all injuries, damages, or losses I may suffer as a result of my participation.

GOVERNING LAW

This Waiver will be governed exclusively by the laws of the State of Indiana in which the facility is located.

ELECTRONIC SIGNATURE

I agree that my electronic signature on this document has the same validity as my handwritten signature and that this waiver may be signed electronically.

SIGNATURE

Participant Name

Date

Parent/Guardian (if participant is under 18):

Name

Signature

