**CONSENT AND WAIVER FORM**

I, the below-named participant in tennis programs running by Sunshine Tennis Foundation (STF), recognize that physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries; that although activities may not be strenuous, injuries or medical complications may occur; that balance and physical coordination may affect the occurrence of accidents or falls; that I should ask about other potential hazards and recommended precautions; and that, in addition to physical activity, I may be subjected to risks associated with traveling in vehicles. I knowingly assume all risks associated with my participation in the program.

I understand that engaging in tennis activities can result in potential medical issues including but not limited to physical injuries caused by being hit by the balls or racquets, stepping on balls, muscle and joint strains and other conditions such as dehydration and breathing problems.

 I further understand that I will be adequately supervised. I hereby authorize any medical treatment deemed necessary in the event of any injury to me while participating in any activity. I have appropriate insurance, or, if not, I agree to pay all costs of medical services incurred on my behalf.

As a further condition of my participation in the program, and to the maximum extent permitted by law, I, on behalf of myself and my executors, administrators, heirs, personal representatives, successors and assigns, release, waive, hold harmless and discharge the Sunshine Tennis Foundation, United States Tennis Association Incorporated (“USTA”), and others in any manner connected with any such program***,*** event and/or other related activities, including, without limitation, the employees, officers, directors, agents and representatives of the STF and USTA, from any and all claims and demands of every kind, nature and character for any losses, injuries or damages that I may sustain, directly or indirectly, arising out of or related to traveling to or from or participating in any program, event and/or any other related activities on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties (the “Released Claims”). To the maximum extent permitted by law, I hereby covenant and agree that I will not bring or be a party to any legal action or claim against the Released Parties for any reason based on any of the Released Claims. I agree to indemnify and hold harmless each of the Released Parties from any and all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including, without limitation, attorneys’ fees and costs) caused by or arising out of my participation in any program, event and/or related activities, including, without limitation, my breach of any provision of this Consent and Wavier and any damages caused by me.

I HAVE READ THIS **CONSENT AND WAIVER FORM, COVID GUIDELINE AND SPORTSMANSHIP REQUIREMENT**, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Participant (kid) Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

I represent and warrant that I am the parent or legal guardian of the above-named participant (the “Minor”) and that I have read and understood the foregoing Consent and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Consent and Waiver. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

**Parent/Legal Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Phone Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Sportsmanship Requirement from USTA**

**Applies to team management, parents, spectators and players. All JTT participants are required**

**to behave in a manner suited for an on-going positive playing environment. Great sports make a**

**sport great!**

**Unacceptable behavior, including arguing, cursing, general poor sportsmanship and derogatory**

**comments between team management, parents, spectators and players or towards the ALC's**

**will NOT be tolerated. This behavior includes sideline coaching and line calls by parents or**

**spectators and intentional incorrect calls by players. Poor sportsmanship includes refusal to**

**shake hands following matches, name calling and racquet abuse. Those engaged in such**

**behavior are subject to suspension from the league and USTA tournaments.**

**In the case of a valid sportsmanship grievance against team management, players or parents, a**

**Sportsmanship Grievance Form must be submitted via ustasocal.com no later than 24 hours**

**following an incident. The complaint will be reviewed by section management and appropriate**

**action will be taken. If necessary, the grievance will be presented to the USTA SoCal Junior**

**Competition Grievance Committee.**

**COVID Protocols & Guidelines**

The suggested USTA return to play protocols are posted on the ustasocal.com Provider page.

All state, county and local city guidelines apply to facilities. Some facilities may require

additional protocols and waivers. Please ensure that Team Management, players and parents

adhere to all guidelines. Visit municipality COVID webpages for up to date information.