

OSSA Tennis Academy Waivers

General Release

In consideration of Player being permitted to participate in the Academy's programs, Parent, who is Player's parent or legal guardian, acknowledges and agrees as set forth herein.

On behalf of myself and Player, I understand and agree that participating in tennis and/or fitness training may result in personal injury, illness, permanent disability, or other damages. On behalf of myself and Player, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any consequence to myself and Player including, but not limited to: personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or the Player may experience or incur in connection with participating in Academy training programs.

_____ (parent initials)

On behalf of myself and Player, I hereby release, for myself, my heirs, assigns, personal representatives, and next of kin; covenant not to sue; and indemnify and hold harmless OSSA Tennis Academy, its agents, employees, volunteers, coaches, and representatives, of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to attending or participating in Academy programming. I understand and agree that this Release includes any claims based on the actions, omissions, or negligence of OSSA Tennis Academy, its employees, agents, volunteers, coaches, and representatives.

_____ (parent initials)

Permission to Use Image/Likeness

Parent hereby gives permission to the Academy, and any third parties retained by the Academy, to photograph, film, or otherwise record images and audio of me and/or Player engaged in Academy programming. The Academy shall own any and all rights in such photography, video or film footage, audio recordings and/or interviews. I hereby grant OSSA Tennis Academy the irrevocable right to use perpetually throughout the world, in all media now and hereafter known or devised, in whole or in part, my and Player's image, likeness, name, biographical information, actions, performance, voice, and any spoken material as captured in any such recordings, in whole or in part, for all purposes whatsoever and in any manner or media now known or developed in the future.

_____ (parent initials)

Assumption of Risk and Release of Liability Related to Covid-19

In consideration of Player being permitted to participate in the Academy's programs, Parent, who is Player's parent or legal guardian, acknowledges and agrees as follows:

- that COVID-19 is extremely contagious, that an individual infected with COVID-19 can be asymptomatic and that exposure to infection can result from breathing, coughing, interacting, or talking with other individuals, among other methods, and contracting COVID-19 can result in personal injury, illness, permanent disability, or death.
- that regardless of the steps taken by the Academy and/or its affiliates or partners to mitigate the risk of transmission of COVID-19, attendance and/or participation in tennis and/or fitness training in the Academy programs could increase the risk of being exposed to and/or contracting COVID-19.

On behalf of myself and Player, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any consequence, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or Player may experience or incur in connection with participating in Academy programming.

On behalf of myself and Player, I further promise that I will not send Player to Academy programming of any kind if Player is exhibiting symptoms of COVID-19, is awaiting a COVID-19 test result, or has had close contact with someone diagnosed with COVID-19 within the previous 14 days. On behalf of myself and Player, I voluntarily agree to comply with all safety requirements set forth by the Academy, its partners or affiliates, and any federal, state, or local agencies. Failure to comply with such safety requirements may result in loss of the right to participate in Academy programming.

On behalf of myself and Player, I hereby release, for myself, my heirs, assigns, personal representatives, and next of kin; covenant not to sue; and indemnify and hold harmless OSA Tennis Academy, its agents, employees, volunteers, coaches, and representatives, of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to attending or participating in Academy programming. I understand and agree that this Release includes any claims based on the actions, omissions, or negligence of OSA Tennis Academy, its employees, agents, volunteers, coaches, and representatives, and applies regardless of whether a COVID-19 infection occurs before, during, or after attending Academy programming.

_____ (Parent initials)

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On behalf of myself and Player, I agree that the foregoing provisions are intended to be as broad and inclusive as permitted by the laws of the United States and that if any one or more of the provisions contained in this contract, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability, shall not impact any other provision of this Contract, and this Release shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

ON BEHALF OF MYSELF AND PLAYER, I HAVE CAREFULLY READ THIS CONTRACT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT THE TERMS AND CONDITIONS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I, ON BEHALF OF MYSELF AND PLAYER, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

By: _____ Date: _____
OSSA Tennis Academy

By: _____ Date: _____
Parent/Guardian of Player