

RELEASE AND WAIVER FORM

In consideration for the use of the facilities, services, equipment, and/or participation in or at any event, at or organized by the Cullen Tennis Academy

Academy the participant individually, and on behalf of all participants expressly agrees as follows:

Assumption of Risk and Waiver of Liability: I acknowledge that a sports program has a unique combination of dangerous factors, requiring my own alertness when at and/or participating in programs organized at or by Cullen Academy. All areas of the facility and services may pose a hazard to me, my family members, and guests. Since there are inherent risks in the use of the facilities, equipment, and services at a sports program, which Cullen Academy cannot eliminate even after exercising reasonable care, I expressly assume all risk. This assumption of risk shall include but is not limited to any and all injuries (including death) which may occur. I acknowledge that I am solely responsible for my actions, and those of my family members and guests, and that any injury which may occur regardless of the cause, shall be my sole responsibility. I therefore waive any and all liability as to Cullen Academy and its staff, and relinquish and give up all rights that I may have to assert a negligence claim against Cullen Academy arising out of any such potential claim on behalf of my adult family members or myself.

Acknowledgment of Dangers Associated with Children's Programs And My Obligation: I understand that there are risks inherent in my children's participation in physical play, especially where other children are also at play and may be using equipment improperly. I understand that play activity may include the use of Cullen Academy facilities, equipment, and other services or programs at or organized by the Cullen Academy. The equipment and programs, are designed to provide a safe level of beneficial exercise and enjoyment, but I recognize that there are inherent risks that may result in injury. I understand that I am enrolling my children at his or her own risk, and that I have an affirmative obligation to advise the Cullen Academy as to any physical and/or emotional conditions affecting my children's ability to play, cooperate, or follow instructions, or otherwise restrict him or her from participating.

BH Cullen Academy Release and Disclaimer of Liability: Cullen Academy is hereby released of all liability for all injuries that my adult family members or guests or I may sustain while on the premises, or while engaging in any activity organized by or at the Cullen Academy, or while using any equipment or facilities of Cullen Academy. Cullen Academy therefore disclaims any and all liability which may be attributable to its own negligence or that of its staff. I further agree that Cullen Academy shall not be liable for any loss or theft of personal property, and acknowledge that it is my own responsibility, and that of my adult family members or guests to ensure the security of my belongings.

Knowledge and Capacity of Releasor: This full and complete release of Cullen Academy is knowingly made by me in order to enjoy the Academy's benefits, services, and facilities. I am of lawful age and legally competent to make this agreement, and am also authorized to do so on behalf of adult family members and guests in exchange for the right to use my membership and the benefits of services. I have read its terms and consent. There has been no fraud or misrepresentation as to the content or purpose of the release, and I am not in shock or under the influence of drugs or alcohol. I will not be under the influence of drugs or alcohol at any time when availing myself of these services.

Acknowledgment of Releasor's Responsibility for Disclosure: By my signature below, I state that there are no physical and/or emotional conditions which require special supervision of me or my adult family members, special environmental supervision, or that restrict the use of any equipment provided at the BH Cullen Academy or my/his/her ability to engage in all activities and cooperate and follow instructions.

Indemnity & Hold Harmless: I agree to indemnify, defend, and hold the Cullen Academy harmless as to any claim for damages for any injuries whatsoever, and arising out of any use of the Cullen Academy facilities or services, as more fully described above, which may result from use of the Cullen Academy by me, any related family member or guest's, including any minor, of any of its services or facilities, as more fully described above.

Acknowledgement of Applicability of Terms as to all Off-Site Services and Transportation: The above assumption, waiver, acknowledgement, disclaimer, release, indemnity, and hold harmless, shall pertain to all services and events organized by or at Cullen Academy, whether occurring at the Cullen Academy or at another venue, and shall further apply to all aspects of any transportation provided by or coordinated by the Cullen Academy.

Terms and Conditions

1. I understand that participants (which shall include but not be limited to myself, any family members, my guests or attendees) participation may be suspended or terminated by Cullen Academy if I am in violation of the Cullen Academy rules, regulations and policies, non- payment of fees, conduct myself in a manner which management deems inappropriate or disruptive to other club members or staff or make false representations of information contained in this agreement. I will not be entitled to any refund. Upon termination I am responsible for any outstanding balance due.
2. Participant (which shall include but not be limited to myself, any family members, my guests or attendees) agrees to abide by any current or future rules, regulations and policies of the Cullen Academy.
3. Participant privileges are limited to type of program, class, activity purchased.
4. Failure to pay amount due to Cullen Academy, and Cullen Academy takes collection action, the participant (which shall include but not be limited to myself, any family members, my guests or attendees) agrees to pay all costs and fees incurred by the Cullen Academy in making such collections, including attorney costs which will arise from a collection dispute.

Name: _____ Age: _____
E-mail: _____ Phone: _____
Parent E-mail: _____ Parent Phone Number: _____
Parent Signature (if student under 18): _____

List all allergies and injuries:
