RELEASE FORM Please initial each box and sign at the bottom

LIABILITY RELEASE: Participant Initials OR PARENT / GUARDIAN Initials ____

Remote Tennis, owned and operated by Jake Worseldine (herein collectively referred to as "RT", provides program(s) ("Activities") including but not limited to tennis, fitness, yoga and other strengthening exercises, etc.

IN CONSIDERATION of being permitted to participate in any way in any "<u>Activity</u>"; I, for myself, as Parent/Guardian of Participant, and/or as <u>Participant</u>, including my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) any/all athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and/or 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 Activity, the condition in which the Activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic 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 or that of the <u>Participant's participation</u> in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE <u>RT</u> as well as the officers, directors, agents, employees and assigns of each, and the <u>RT</u> coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by <u>RT</u>, (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, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Release's, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result 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 IT 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.

PRINTED NAME OF PARTICIPANT AGE

SIGNATURE of PARENT/GURADIAN

DATE