

RELEASE AND WAIVER OF LIABILITY

The Hilo Jr. Tennis Club (“HJTC”) provides various tennis activities including, but not limited to, tournaments, junior team tennis, lessons, workshops, trainings and tennis festivals (each, an “Event” and collectively, the “Events”). These Events may be held at or conducted by USTA/Hawaii Pacific Inc. (“USTA/HP INC”) or HJTC.

The undersigned (“I” or “me”), in consideration for being allowed to participate in any Event, agree as follows:

1. Assumption of Risk. Undersigned understand that tennis, by its very nature, carries with it certain dangers and risks that cannot be eliminated, regardless of the care taken to prevent or minimize harm. Participation may involve inherent risks and dangers including but not limited to: death, illness or injury resulting from playing in, assisting with or observing tennis activity, mechanical failure of equipment, failure or interference from apparel, wind, rain, fog, glare and other weather-related conditions, physical exertion, fatigue, dehydration, sunburn and other physical or mental conditions, engaging with other participants, contractors, vendors, HJTC volunteers or USTA/HP Inc. staff, or the Site, and/or members of the public, and the inattention or errors in judgement of Undersigned, and any inherent danger related to recreational tennis.

2. Release. Acceptance of my entry and participation in the Events, Undersigned hereby expressly agrees to waive all claims and rights of subrogation and agrees to release, indemnify, defend, discharge and forever hold harmless the USTA/HP Inc. and HJTC and their respective officers, directors, committees, employees, volunteers, representatives, successors and assigns (collectively, the “Released Persons”), of and from any and all loss, liability, claims and damages, of any kind or nature whatsoever (“Claims”), including, but not limited to, Claims for bodily injury, death or loss of personal property, whether caused by the negligence of the Released Persons or otherwise, arising out of, related to, or connected with my participation in the Events, including any travel to and from the Events. I further agree not to sue or bring any legal action or assert any Claim against the Released Persons arising out of or relating to my participation in the Events.

3. Medical Consent. Undersigned acknowledges that it is his or her responsibility to ensure that the Undersigned has the physical and mental capability to participate in the program and determine whether any medical conditions exist which may pose a threat to the health or safety of Undersigned or others while participating in the program. Undersigned hereby consents to the rendering of emergency first aid and other medical procedures that at the time of injury or illness seem reasonably advisable and release all Released Persons from any and all Claims on account of any such first aid or medical procedures rendered.

4. Publicity Consent. Undersigned hereby grants to HJTC, its successors and assigns, the right to record, use, publish, sell and distribute my photograph, image, appearance, voice, video, actions and other likeness of me, whether taken, developed or otherwise acquired by HJTC in connection with the Events, without compensation, for any purpose and through any medium, and agree that HJTC shall be the sole owner and copyright holder thereof.

5. Rules and Regulations. Undersigned hereby agrees to abide by all applicable rules and regulations and codes of USTA/HP Inc., HJTC, and the Events. Undersigned agrees to practice safety when participating in the Events.

6. Binding Effect. This Release shall be binding upon the parties hereto and their heirs, administrators, representatives, executors, successors and assigns. This Release shall be governed by and construed in accordance with the laws of the State of Hawaii.

7. Parental Consent. If the participant is under 18 years of age, my parents or legal guardian, by signing below, hereby agree to this Release on their own behalf and on behalf of the participant.

8. Voluntary Participation. Undersigned acknowledges that he or she is voluntarily choosing to participate or allow their minor child to participate in the program and is not required to do so by USTA/HP Inc. or HJTC.

By signing below, I certify that I have read, understand and agree to the terms of this Release.

PARTICIPANT:

_____ Signature Print Name: _____ Date: _____

PARENT OR LEGAL GUARDIAN:

(if Participant is under 18 years of age)

_____ Signature Print Name: _____ Date: _____