

HAMILTON MILL COMMUNITY ASSOCIATION, INC.
TENNIS RELEASE AND INDEMNIFICATION

-PARTICIPANT-

This Release and Indemnification is made on the date noted below by the undersigned participant ("Participant"), and/or parent(s) or guardian(s) of a minor child ("Minor Participant"), in favor of the Hamilton Mill Community Association, Inc. ("Association"), its officers, directors, agents, employees, members, volunteers, independent contractors and agents ("Released Parties") for use of the tennis courts and adjacent facilities on the Association's Common Area ("Premises").

In consideration of the Association allowing Participant or Minor Participant to use the property, facilities, and equipment on the Premises and to receive private tennis lessons from _____ ("Instructor"), and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant and/or guardian(s) or parent(s) of the Minor Participant, his or her heirs, personal representatives and/or assigns, hereby agree and acknowledge as follows:

1. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, have the authority to and assume all responsibilities, risks, liabilities, and hazards incidental to the activities which will be conducted during these tennis lessons and hereby forever and fully remise, release, acquit, discharge and indemnify the Released Parties of any and from any and all such causes of action, claims, suits, counterclaims, costs, fees, damages, and demands of whatever kind and nature, known or unknown, anticipated or unanticipated; and
2. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all causes of action, claims, suits, counterclaims, costs, fees, damages, demands and liabilities, including but not limited to attorney fees, for any and all injuries or loss, including death, to either person or property, suffered by Participant and/or Minor Participant, which arise from or are in any way related to the above use of the Premises; and
3. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, understand that the tennis lessons are not conducted, sponsored or promoted by the Association, but rather, are privately given by an instructor selected by Participant/Minor Participant, and the Association is permitting use of its facilities for this purpose only as a courtesy to Participant/Minor Participant; and
4. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, understand that tennis poses inherent risks, and I hereby affirm that Participant/Minor Participant is a capable tennis player, in suitable health for these private tennis lessons; and
5. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, agree that the Released Parties are not responsible or liable for any accident, injury, harm or other

loss, including death, that might occur to Participant/Minor Participant or to any other person resulting in any way from, or in connection with, the lessons and/or the use of the Association's facilities in connection with the lessons; and

6. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, agree that the Released Parties are not responsible or liable in any way for the quality of the tennis lessons, or for any conduct, actions or omissions by Participant/Minor Participant, the tennis instructor or other participants in the class; and
7. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, understand that the Association, in its discretion, may, at any time, revoke any privilege that I have to use the Association's facilities for private tennis lessons; and
8. I, acting in my individual capacity and/or as parent or guardian for Minor Participant, acknowledge that I am consenting to the Participant's and/or Minor Participant's participation in the aforementioned activities, and that any and all risks, whether known or unknown by the Participant and/or Minor Participant, are expressly assumed by the Participant, Minor Participant, Parent and/or Guardian, and all claims, are expressly waived, and I have the full authority to execute and make this Release and Indemnification on behalf of myself and/or for Minor Participant.

I hereby execute this Release and Indemnification on the date written below.

WITNESS

Printed Name of Participant

Signature of Participant
(or Parent(s)/Guardian(s) of Minor Participant)

Date