

Guest Name _____ Address _____

MinorName(s) _____

Liability Release & Waiver

This Liability Release and Waiver is an agreement between you, Judy Newman, and Daniel and Karen Shea concerning your use of the facility and participation in activities at 1692 Glen Canyon Santa Cruz, CA.

I, _____ (Print your full name), in consideration of being permitted to use the facilities in anyway, including without limitation use of the tennis court, do for myself, my children, my personal representatives, assigns, heirs, and next of kin hereby:

1. Release, discharge, covenant not to sue and indemnify the Shea's (all hereinafter collectively referred to as "Releasees"), from all liability to me, my personal representatives, assigns, heirs, family and next of kin, for any and all loss, damage, injury or illness (including but not limited to illness or sickness as a result of Covid-19 (the "Corona Virus")) and any claim or demands therefore on account of injury to my person or property, including injuries resulting in my death, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, in any way arising out of or as a result of my use of the facilities or participation in any activity.

2. I FURTHER EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, ILLNESS (INCLUDING BUT NOT LIMITED TO ILLNESS OR SICKNESS AS A RESULT OF COVID-19 (THE CORONA VIRUS)), DEATH OR PROPERTY DAMAGE caused by the negligence of the Releasees, any third-parties or otherwise while using Shea's facilities or participating in any way in any activities on the property. I expressly acknowledge and agree that I understand the nature of tennis activities and that I am qualified, in good health and in proper physical condition to participate in those activities. I further agree and warrant that at any time I believe conditions to be unsafe I will immediately discontinue further participation in the activity or use of the facilities and report any concerns thereof. I expressly acknowledge and agree that my use of the facilities and participation in activities, including but not limited to tennis, involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death. This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, the Guests' use of the facilities, equipment, and/or slipping or tripping anywhere in or about any location on the property. I further expressly agreed that this Liability Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the state of California and that if any portion is held invalid, it is agreed that the balance shall continue in full force and effect.

3. I have read the agreement, fully understand its terms, understand that I have given my 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. I agree to comply with the Order of the Health Officer of the County of Santa Cruz dated March 31, 2020 and any updates in regard to Sheltering in Place, including but not limited to the "social distancing" requirements set forth therein as well as any further restrictions mandated by the Shea's.

Printed Guest Name Printed Guest Signature & Date