

ASSUMPTION OF RISK, WAIVER AND RELEASE

In consideration of being allowed to participate in the Tepper Sports Rock & Rally Kids Days and Adult Social Play, I, _____, agree to the following:

I understand that I am solely for my health and safety and acknowledge that I am physically capable of participating in this tennis event. I am aware of the risks and dangers inherent in participating in this sporting event and may cease my participation in the event or decline to participate at any time. I acknowledge that the risks of physical activity, and specifically tennis, may include heat exhaustion, dehydration, trip and fall, sprained ankles or wrists, eye injury from tennis balls, person to person collision on the court, pulled muscles, ligament or tendon damage, heart related stress and other risk or injuries foreseeably related to physical activity and sports activity, and I hereby assume those risk, and risks resulting in illness and/or death arising out of or related to their participation, including without limitation as a result of any exposure to infectious syndromes or diseases, including COVID-19, whether caused by negligence or otherwise. I agree to release, discharge and hold harmless the Cynthia Graham Hurd Foundation, the Charlotte Tennis Association, and the US Tennis Association, USTA North Carolina, Tepper Sports (the "Sponsors") their officers, employees, volunteers and agents from any and all actions, the actions of others, or from dangerous or defective property or equipment, known or unknown, on account of or in any way related to or arising out of my participation in this event.

I understand that signing this ASSUMPTION OF RISK, WAIVER AND RELEASE is a condition of my participation in this event. I have carefully read this form and understand its contents. If I am under eighteen (18) years of age my parent or legal guardian has completely reviewed this document, understands and consents to its terms, and authorizes my participation by his/her signature. Further, the Sponsors of this event are entitled to rely on the truth of representation that the parent or guardian signature below is, in fact, by my parent or legal guardian.

In addition, I give my permission for the use of my name, and photographs or digital images of me and/or my children in materials and publications produced or distributed by the Sponsors, without compensation. The images may be used in any manner or media without any notification, inspection or compensation. I release the Sponsors and those acting pursuant to their authority from liability for any violation of any personal or proprietary right I may have in connection with such recording or use.

Participant signature: _____ Date: _____

Parent or Guardian if under 18 years of age: (print name) _____

Parent or Guardian signature: _____ Date: _____