

RELEASE AND WAIVER OF LIABILITY

The USTA/HAWAII PACIFIC SECTION ("USTA/HPS") sponsors various tennis activities and events, including, but not limited to, tournaments, leagues, lessons, workshops, trainings and tennis festivals (each, an "Event" and collectively, the "Events"). These Events may be held at or conducted by the United States Tennis Association ("USTA"), USTA/HPS or a host club ("Club") that is a member of USTA or USTA/HPS.

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

1. **Assumption of Risk.** I 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. These risks range from minor injuries (such as cuts, bruises, muscle strains and sprains) to major injuries (such as broken bones or concussions) to catastrophic injuries (such as heart attacks and other injuries that may cause permanent damage or even death). I acknowledge that I am voluntarily participating in the Events and understand the risks involved. I hereby assume full responsibility for all risks arising out of, related to or connected with my participation in the Events.

2. **Release.** Acceptance of my entry and participation in the Events is without assumption or responsibility of any kind by the USTA, USTA/HPS and the Club for any Event in which I may be entered or may participate. In consideration of acceptance of my entry and participation in the Events, I do hereby for and on behalf of myself and my heirs and legal representatives, release, waive and forever discharge the USTA, USTA/HPS, the Club 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.** I understand and acknowledge that it is my responsibility (in consultation with my physician if necessary) to determine whether any medical conditions exist which may pose a threat to the health or safety of myself or others while participating in the Events. I hereby consent 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. I further understand that I will be responsible for payment for any such medical procedures.

4. **Publicity Consent.** I hereby grant to USTA/HPS, 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 USTA/HPS in connection with the Events, without compensation, for any purpose and through any medium, and agree that USTA/HPS shall be the sole owner and copyright holder thereof.

5. **Rules and Regulations.** I hereby agree to abide by all applicable rules and regulations and codes of the USTA, USTA/HPS and the Events, as the same as may be adopted by the USTA or USTA/HPS. If applicable, I hereby consent to be tested for drugs pursuant to the provisions applicable to 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.

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_____

PARENT OR LEGAL GUARDIAN