

## **PARTICIPANT RELEASE AND WAIVER OF LIABILITY**

In consideration for the willingness of Special Pops Tennis-Savannah (“Special Pops”) to accept the individual signing below (“Participant”), as a participant in its tennis and pickleball activities and tournaments, which may include but are not limited to participation in any of Special Pops programs, training, play, tournaments, out of state tournaments and activities, social activities, and any other activities related to Special Pops or its mission (the “Activities”), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Participant does freely, voluntarily and without duress execute the following Release for and on behalf of him or herself and his or her heirs, successors, beneficiaries and assigns:

**1. Waiver and Release.** Participant releases, forever discharges, indemnifies, and holds harmless Special Pops and its directors, officers, employees, volunteers, agents, successors and assigns (collectively the “Released Parties”) from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to the Activities, including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Participant also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health or disability insurance coverage for any Participant in the Special Pops programs.

**2. Medical Treatment.** Participant consents to medical care if deemed appropriate in the reasonable judgement of a Special Pops representative and Participant releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.

**3. Personal Information.** Participant understands his or her information may be used and shared by Special Pops to: Make sure he or she is eligible; Run trainings and events and share results; Put the information in a computer system; Provide health treatment; Research, share, and respond to needs of Special Pops participants (identifying information removed if shared publicly); and respond to government requests, and report information required by law. Participant can ask to see and revise information and limit how information is used.

**4. Communicable Disease(s).** Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Special Pops representative immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Released Parties, other participants, and owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, to the fullest extent permitted by law.

**5. Assumption of the Risk.** Participant understands that the Activities may involve activities that may be hazardous to the Participant, including but not limited to, minor cuts and scrapes, muscle strains and sprains, dehydration, overexertion or overextension, broken bones, any risks resulting from weather conditions, and any other risks associated with playing, watching or otherwise participating in the sports of tennis and pickleball, as well as travel to and from locations where the Special Pops is presenting the Activities. Participant understands that the Activities may involve inherently dangerous risks. Participant hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with the Activities.

**6. Transportation Release.** Participant releases, forever discharges, indemnifies and hold harmless the Released Parties from any and all liability, loss, costs or expenses sustained or incurred because (a) Participant was injured, died or sustained property loss or damage while being transported by any of the Released Parties, or (b) because Participant injured another person or damaged the property of another person while being transported by any of the

Released Parties. Participant agrees to promptly notify Special Pops within ten (10) days if Participant files any legal action against a Released Party.

**7. Age.** Participant hereby certifies that as of the date of signing this Release, Participant is 18 years of age or older and has not been designated as needing and having been assigned a legal guardian. If Participant is under 18 years of age, but at least 16 years of age, this Release must be signed by a Parent or Legal Guardian. The signature of an individual in the Parent/Guardian signature block below certifies that he or she is the Parent or Legal Guardian of Participant with full legal authority to bind Participant and the Parent or Legal Guardian to the terms of this Release.

**8. No Insurance Provided.**

Special Pops does not assume any responsibility for or obligation to provide or maintain liability, health, medical or disability insurance coverage for Participant for injury, illness, death, disability or property damage suffered by Participant or third parties.

**9. Media Release.** Special Pop may use my picture, video, name, voice, and words to promote Special Pops and Participant hereby grants and conveys unto Special Pops all right, title and interest in any and all photographic images and video or audio recordings made by or for Special Pops during Participant's participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**10. Governing Law.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without giving effect to its conflict of laws rules. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable. Participant agrees that the sole and exclusive jurisdiction and venue for litigation between Participant and Special Pops shall be a state or federal court having jurisdiction over Chatham County, Georgia.

**IN WITNESS WHEREOF,** Participant has executed this Release as of the day and year first below written.

Participant Signature \_\_\_\_\_

Age as of date of signing this Release (if a minor) \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date: \_\_\_\_\_

If Participant is under 18 years of age or requires the assistance of a guardian, a Parent or Legal Guardian must sign the Release:

Parent/Guardian Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date \_\_\_\_\_