

INJURY WAIVER AND RELEASE OF LIABILITY FORM
PLEASE READ CAREFULLY BEFORE SIGNING UP

By registering you agree to the following:

I HEREBY ASSUME ALL THE RISKS OF PARTICIPATING at San Dieguito Tennis Club and MO Tennis Training (hereinafter program) OR ANY OTHER FORM OF PHYSICAL ACTIVITY offered by San Dieguito Tennis Club and MO Tennis Training, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Privacy Policy: The club may collect and use personal information from players for club activities and communication. The club will not share or sell personal information to third parties.

I CERTIFY that I am physically fit, have sufficiently prepared or trained for participation in the programs, activities or events offered by San Dieguito Tennis Club and MO Tennis Training and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in these programs, activities, or events onsite / offsite San Dieguito Tennis Club.

I ACKNOWLEDGE that this Injury Waiver and Release of Liability Form will be used by San Dieguito Tennis Club and MO Tennis Training , its program instructors, and their affiliates, and that it will govern my actions and responsibilities at said programs, activities, or events.

IN CONSIDERATION of my agreement with San Dieguito Tennis Club and MO Tennis Training, and permitting me to participate in these programs, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVER, RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my TRAVELING TO AND FROM San Dieguito Tennis Club and MO Tennis Training program, activity, or event inside or outside San Dieguito Tennis Club. THE FOLLOWING ENTITIES OR PERSONS: San Dieguito Tennis Club and MO Tennis Training and/or its directors, officers, employees, volunteers, representatives, and agents, the program instructors, activity or event holders, activity or event sponsors, activity or event volunteers:

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in these programs, activities, or events, whether caused by the negligence of release or otherwise.

I ACKNOWLEDGE that San Dieguito Tennis Club and MO Tennis Training and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions,

acts, or failures to act of any party or entity conducting a specific program, activity, or event on behalf of San Dieguito Tennis Club.

I ACKNOWLEDGE that these programs, activities and events may involve a test of a person's physical and mental limits and may carry with it the potential for death and serious injury. The risks may include, but are not limited to, those caused by facilities, temperature, (extreme heat, slippery ground) condition of participant, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of events, and lack of hydration.

I ACKNOWLEDGE that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from: an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-Co V-2)" which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I HEREBY ACKNOWLEDGE that I am fully required to provide my own medical coverage and that San Dieguito Tennis Club and MO Tennis Training will not be held liable for any expenses incurred for treatment of injuries while participating in these programs, activities, or events.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT.