



ALISO VIEJO COMMUNITY ASSOCIATION

Participant Waiver, Release of Liability, Indemnification and Consent Form

I, the Participant identified below, and if the Participant is younger than age 18, the Parent or legal guardian of the Participant, agree as follows:

1. I hereby give my full consent and approval for the Participant to participate in the programs of the United States Professional Tennis Association Inc. and Tennis 101/Greg Langdon including its teams (hereinafter referred to as "Sponsor").
2. I understand that there are certain risks of damages and injuries, including death, inherent in the practice and play of Tennis, (hereinafter the "Activity"), as well as in traveling and other related activities incidental to the Activity, and I am willing to assume these risks on my behalf and on behalf of the Participant. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment, and other participants.
3. I understand that the very nature of the Activity is hazardous and risky, including, but not limited to, the acts of throwing, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to the Participant and to other players.
4. Further, in consideration for the right to participate in the Sponsor's Activities, and in consideration for permission to play on the fields arranged for by Sponsor, I do voluntarily elect to accept and solely assume, on behalf of myself and the Participant, all risks of injury incurred or suffered by the Participant (a) while practicing or playing as a member of his or her team, (b) while serving in a non-playing capacity as team member or observer during practice or play by other teams or by other players on the Participant's team, and (c) while on or upon the premises of any and all of the fields arranged for by Sponsor for practice or play.
5. I assume all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease, including but not limited to COVID-19. I acknowledge that the Aliso Viejo Community Association has taken precautions to mitigate the spread of any such virus or pathogen. I promise to fulfill my obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces I may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.
6. In addition to giving my full consent above, I do hereby waive, release, discharge and agree not to sue Sponsor, the Aliso Viejo Community Association, its management company, the owner or operator of any fields used by Sponsor, or the directors, officers, agents, servants, associations, employees, or any other person or entity connected with either for any claim, damages, costs including attorney's fees, or cause of action which I or the Participant have or may have in the future as a result of damages, injuries, including death, sustained or incurred by the Participant from whatever cause, including but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.
7. I hereby certify that the Participant is fully capable of participating in the designated sport, and that the Participant is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known to Sponsor in the accompanying Medical Release.
8. I consent to allow the use of an electronic signature and electronic transmission of this waiver instead of a paper copy. I agree not to deny the legal effect or enforceability of this agreement solely because it is in electronic form or was transmitted electronically or because it is not in its original form as an original document. I understand that a paper copy of this agreement may be signed instead of this electronic version, upon request to the Aliso Viejo Community Association.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

PARTICIPANT'S NAME: _____

PARTICIPANT'S SIGNATURE _____ DATE: _____

ADDRESS: _____

If Participant is under 18 years of age, then the undersigned acknowledges that he or she is the legal guardian of the Participant whose name appears above, that the undersigned has read the foregoing Agreement, and that by signing this Agreement on behalf of the Participant named above and himself or herself, the Participant named above and the undersigned agree to be bound by all of the terms of the Agreement.

PARENT'S/GUARDIAN'S NAME: _____

PARENT'S/GUARDIAN'S SIGNATURE: _____ DATE: _____