

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Date: _____

Event: Leagues for 2020 & 2021

IN CONSIDERATION of being permitted to participate in any way in the event specified above and any other program, league, tournament, or event sponsored by *Northeast Texas Coalition Tennis Association, Inc. or its affiliates* (each, an “Event,” and collectively, the “Events”), THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY (A) RELEASES, WAIVES, AND DISCHARGES, the *Northeast Texas Coalition Tennis Association, Inc. and its affiliates, underlying local community tennis associations, and their respective* directors, officers, agents, volunteers, representatives, and employees (hereinafter referred to as “Releasees”) FROM ALL LIABILITY TO THE UNDERSIGNED and his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS, EXPENSE, COST, OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE, ARISING OUT OF OR RELATED TO THE UNDERSIGNED’S PARTICIPATION IN OR PRESENCE AT ANY EVENT, **WHETHER SUCH LOSS, EXPENSE, COST OR DAMAGE IS CAUSED BY SUCH RELEASEE’S OWN NEGLIGENT CONDUCT OR OTHERWISE**, including, but not limited to, any loss, expense, cost or damage as a result of injury and/or exposure to infectious syndromes or diseases (including, but not limited to, coronavirus disease 2019 (“Covid-19”)) AND (B) COVENANTS NOT TO SUE FOR THE SAME.
2. HEREBY agrees TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, EXPENSE, COST, OR DAMAGE AND THE COST TO DEFEND OR OTHERWISE ADJUDICATED ANY CLAIM OR DEMAND THEREFORE THAT THE RELEASEES MAY INCUR ARISING OUT OF OR RELATED TO THE UNDERSIGNED’S PARTICIPATION IN ANY EVENT(S), **WHETHER SUCH LOSS, EXPENSE, COST, OR DAMAGE IS CAUSED BY SUCH RELEASEE’S OWN NEGLIGENT CONDUCT OR OTHERWISE**.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS AND INVOLVE SERIOUS RISKS, including, but not limited to, the risk of exposure to infectious syndromes and diseases (such as Covid-19), serious illness, injury and/or death and/or property damage, and THE UNDERSIGNED VOLUNTARILY ASSUMES ALL RISKS ARISING OUT OF OR RELATED TO THE UNDERSIGNED’S PARTICIPATION OR PRESENCE AT ANY EVENT, **WHETHER SUCH RISK IS CAUSED BY A RELEASEE’S OWN NEGLIGENT CONDUCT OR OTHERWISE**.
4. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the “Use and Materials”): (1) my appearance at and/or participation in any Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in any Event. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees’ exercise of its Use and Materials rights.

In the event that any waiver, release, assumption, or covenant contained in this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this “Agreement”) is ever adjudicated to exceed the limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered and instructed to reform such waiver, release, assumption, or covenant, and such will be deemed reformed, in such jurisdiction to reflect the maximum limitations permitted by applicable law. The invalidity or unenforceability of any provision as written will not invalidate or render unenforceable the remaining provisions of this Agreement in any jurisdiction.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____

DATE: _____

PRINT NAME: _____

DATE OF BIRTH (M/D/YYYY): _____