

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Event: MATT STEVENSON JUNIOR TENNIS TOURNAMENT (NY) (“Event”)

Dates of Event: July 8-10, 2023 (and any extensions thereof)

Tournament Venue(s): CARY LEEDS CENTER FOR TENNIS & LEARNING

IN CONSIDERATION of being permitted to participate in any way in the EVENT, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **ProtoStar Foundation** or any of its affiliated companies, the **Tournament Venue(s)**, and all of their directors, officers, agents, volunteers, and employees, (hereinafter referred to as “Releasees”) FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT MAY BE DANGEROUS and involve the risk of exposure to infectious syndromes and diseases, serious illness, injury, death, and/or property damage, and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, EXPOSURE, DEATH, OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF RELEASEES 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 the 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 the Event. I agree that Releasees shall have the right to the Use and Materials, for their own account or to publish in any format 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY 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): _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release (“Minor”) and that I have received, read, and understood the foregoing Release. I fully consent to and voluntarily authorize the Minor to execute said Release (or, if applicable, have voluntarily executed said Release on Minor’s behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: _____

DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____