

# ALGONQUIN INDOOR TENNIS CENTER, INC.

## Assumption of Risk and Waiver of Liability

All members, spouses and children, 18 years of age or older, who use the tennis center owned and operated by Algonquin Indoor Tennis Center, Inc. (the "Club") in any way, are **REQUIRED** to sign and date this Assumption of Risk and Waiver of Liability ("Waiver") in consideration of and before using the Club. The intent of this Waiver is to ensure that all members and guests understand and acknowledge the inherent risks of participating in any sporting activity, including tennis, and to assume those risks when using the Club.

**THIS FORM MUST BE COMPLETED EACH YEAR, AND IS TO BE COMPLETED AND SIGNED BY EVERY MEMBER AND GUEST USING THE CLUB. FOR MEMBERS, ONE FORM SHOULD BE USED FOR THE WHOLE FAMILY. EACH MEMBER AND GUEST SHOULD READ CAREFULLY AND ACKNOWLEDGE:**

**I am fully aware and understand that** sporting activities, including tennis and other activities offered at the Club, have inherent risks of bodily injury. I assume and accept those risks while using the Club facilities in any way.

**I am fully aware and understand that** the Club does not have on or about the Club premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services including, but not limited to, emergency cardiovascular assistance.

**I am also fully aware of and understand that** such losses, injury, disability or death may result from the actions, inactions or negligence on my part, or on the part of the Club, on the part of others, the rules of play, or the condition of the Club's premises and equipment.

**I understand** that if I, or any of my family members, should suffer any medical issue or bodily injuries while using the Club, I should send all medical claims to my primary health insurance provider. This includes claims for any injuries that may occur anywhere on the club's premises, including, but not limited to, the tennis courts, the lounge, the locker rooms, the grounds and the parking lot.

**I agree that immediately prior to participating in any activity** occurring in or about the Club's facilities I will reasonably inspect the facilities and equipment to ensure that I can properly use the facility and equipment, and I will do so before I will use the facility or equipment. I acknowledge that by using the Club, I am deemed to have undertaken such a reasonable inspection.

**I further agree that if I am not knowledgeable** about the proper use of any of the Club's facilities or equipment I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

**I assume all the foregoing risks** and accept personal responsibility for any damages and losses following any loss of property, injury, permanent disability or death resulting therefrom.

**I further agree to indemnify and hold harmless** the Club, its owners, shareholders, directors, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in or receiving instruction for the Club activities incidental thereto wherever, whenever and however the claims may arise including but not limited to and from the Club or related activity site and participation at remote sites.

**DISCLAIMER: THE CLUB IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, BODILY INJURY, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF THE CLUB AND ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT THE CLUB PREMISES.**

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people beyond a certain number. The Club has put in place recommended and preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you will not become infected with COVID-19. Furthermore, playing tennis at or otherwise using the Club with other members or guests could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club officers, board members, employees, volunteers, and program participants and their families.

**WAIVER AND RELEASE: IN CONSIDERATION OF MY PARTICIPATION IN AND THE USE OF THE CLUB'S FACILITIES I HEREBY RELEASE AND COVENANT NOT TO SUE THE CLUB, ITS OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS , AND LESSEES FROM ANY AND ALL PRESENT AND FUTURE CLAIMS RESULTING FROM ORDINARY NEGLIGENCE AND INHERENT RISK OF USE OF THE FACILITIES AND EQUIPMENT OF THE CLUB INCLUDING BUT NO LIMITED TO ANY LOSS, INJURY, DAMAGE, OR LIABILITY SUSTAINED BY ME WHILE ON OR ABOUT THE PREMISES OF THE CLUB. I FURTHER UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CLUB, ITS OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS , AND LESSEES FOR ANY COVID-19 INFECTION, WHETHER IT OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY CLUB PROGRAM.**

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER, RELEASE AND ASSUMPTION OF RISK AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AND SIGN IT VOLUNTARILY.**

**Any person under the age of 18 must have a parent or guardian co-sign this form.**

Printed Name _____	Signature _____	Date _____
Printed Name _____	Signature _____	Date _____
Printed Name _____	Signature _____	Date _____
Printed Name _____	Signature _____	Date _____
Printed Name _____	Signature _____	Date _____
Printed Name _____	Signature _____	Date _____