



**Waiver, Release & Indemnification Agreement
and
Photo Release
("Agreement")**

DATE: _____

I understand that Village Glen Tennis & Pickleball/South Towns Tennis & Pickleball (collectively the "Clubs"), its staff or independent contractors are not responsible for any injuries or harm incurred by my involvement as a participant, visitor or guest in various sporting activities at the Clubs (the "Activities"). All participants must be 18 years or older or have a parent's signature. You should always consult a doctor before participating in any physical activity. From time to time, food may be served or purchased at the Clubs, which may contain allergens, including but not limited to peanuts and dairy products. Please be aware and take the necessary precautions. In addition, Village Glen Tennis & Pickleball/South Towns Tennis & Pickleball is/are not responsible for the administration or the assistance in the administration of any drug, medication or medical device, whether prescription or over the counter, to or for any member, child, guardian, person or guest regardless of age or capacity. If you have any allergies, you, parent or guardian are solely responsible for your medical condition and the administration of any required drug or medication.

In consideration of my ability to participate in the Activities, I agree to assume the risks inherent to such participation, and, on my own behalf, and on behalf of my heirs, executors successors and administrators, I hereby release and hold harmless and forever discharge the Clubs, and each of their respective subsidiaries, agents, officers, directors, members, employees, contractors and affiliates (collectively the "Releasees"), from and against any and all liabilities, claims, actions, damages, illness from exposure to any type of virus including, without limitation, bodily injury, death and/or property damage, costs and/or expenses including, without limitation, reasonable attorneys' fees and expenses, arising out of or in any way connected with my participation in the Activities, including any claims for negligence or due to conditions encountered at the Clubs in conducting the Activities.

I further grant permission to the Clubs to use my likeness in any photograph, video, or other digital media (collectively "Photos") which is used in any of the Clubs' publications, advertising or promotions, including web-based publications, advertising or promotions, without payment for or any other form of consideration (the "Photo Release"). I understand and agree that all Photos will become the property of the Clubs and will not be returned.

I hereby irrevocably authorize the Clubs to edit, alter, copy, exhibit, publish, or distribute, without limitation, these Photos for any lawful purpose. In addition, I waive any right to any prior inspection or approval of the finished Photos wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Photos.

I shall indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any illness or injury from my participation in the Activities or the use of the Photos.

It is my express intent that this Waiver and Hold Harmless Agreement and Photo Release shall bind any of my assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of New York. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT AND PHOTO RELEASE. I ACKNOWLEDGE THAT THIS WAIVER AND PHOTO RELEASE WERE EXPRESSLY NEGOTIATED AND ARE A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE PRESENT AT THE CLUBS AND PARTICIPATE IN THE ACTIVITIES.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW.

PROGRAM: _____

Name (print) _____

Signature: _____ DOB _____

Parent Signature (for minor) _____

Address _____ City, St, Zip _____

Email _____ CELL _____