

Release of Liability, Waiver, Indemnification, and Consent to Medical Attention

I understand that playing and/or coaching tennis and/or participating in activities related to tennis and/or the operation of the tennis program, carries with it significant risks. Although Indianapolis Junior Tennis Development Fund Inc d/b/a Indianapolis Community Tennis Program (“Operator”), has taken reasonable and prudent steps to reduce foreseeable risks, they still exist. Accordingly, in exchange for my being allowed to participate in the tennis program and all related activities (“Program”), and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in the Program. I may voluntarily participate in some or all of these activities. I also understand that medical facilities or treatment may be inadequate or unavailable during portions of the Program. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to Operator and not reasonably foreseeable at this time. I further understand that some of the premises, facilities, and equipment used in connection with the Program may not be owned, maintained, or controlled by Operator, but rather by the premises owners (the “Premises Owners”). I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Operator, all of its current or former related entities, or its members, directors, officers, employees, agents, insurers, attorneys, volunteers, successors, or assigns (collectively, the “Representatives”), including, but not limited to, risks created by the following: (a) my physical, emotional, and psychological limitations and/or discomfort; (b) the physical, emotional, and psychological limitations and/or discomfort of others; (c) the use and/or condition of premises on which various Program events occur; (d) the lack or inadequacy of policies, rules, or regulations with respect to the Program; (e) the failure of Operator or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (f) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (g) the lack or inadequacy of supervision by Operator or its Representatives.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
4. Release and Waiver. I release Operator and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys’ fees, in any way connected with my participation in the Program, even if caused in whole or in part by the negligent acts or omissions or other misconduct of Operator or any of its Representatives (a “Claim”). This release does not apply to reckless or intentional misconduct of Operator or any of its Representatives.
5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Operator and its Representatives, and the Premises Owners, from any Claim or expense, including reasonable attorneys’ fees for the legal counsel of Operator’s choice (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Operator, the Program, and their respective members, directors, officers, employees, agents, volunteers, successors, and assigns.
7. Consent to Medical Treatment. I authorize Operator and its Representatives, and the Premises Owners, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Program. This consent does not impose a duty upon Operator or its Representatives, or upon the Premises Owners, to provide such assistance, transportation, or services.
8. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
9. Applicable Law. Because the Operator is located in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of Indiana. Any legal action relating to this Agreement will be commenced and maintained exclusively before any appropriate state court of record in Marion County, Indiana, or, in the United States District Court for the Southern District of Indiana, Indianapolis Division, and the parties hereby consent and submit to the jurisdiction and venue of such courts and waive any rights to challenge or otherwise object to personal jurisdiction or venue (including, without limitation any objection based on inconvenient forum grounds) in any action commenced or maintained in such courts.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name	Signature	Date
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If the person participating in the Program is not yet 18 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in the Program, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent.

Printed Name (Parent or Legal Guardian)	Signature	Date
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Printed Name (Parent or Legal Guardian)	Signature	Date
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