

WAIVER AND RELEASE OF ALL CLAIMS

“POWER TENNIS”

Power Tennis is a tennis management service run by Federico Rolon (“**Rolon**”), and tennis instructors who are independent contractors of Rolon (“**Instructors**”), that provides a wide variety of tennis programs for adults and children, including private lessons, clinics, cardio tennis, court conditioning, and match pairing services (“**Services**”). Rolon, the Instructors and any employees, agents, contractors and any volunteers are hereafter referred to as “**Power Tennis**”. Power Tennis delivers the Services on tennis courts owned by governmental agencies and privately owned courts (collectively, the “**Courts**”); it does not own, manage, repair nor maintain any tennis court or tennis court equipment used in connection with providing the Services, with the exception of tennis balls, some tennis ball hoppers and tennis ball collection tubes. While some of the Instructors may hold some certification(s) as tennis instructors, the Instructors of Power Tennis are not required by Power Tennis to hold, and may not hold, any official USPTA or USPTR or other tennis instructor certification or license to teach. **Power Tennis does not carry insurance to cover injuries to participants.**

Please Read Carefully

I the undersigned Participant hereby, on behalf of myself, my child, my heirs and assigns, covenant and promise not to sue or bring any claim, demand or other action against, and hereby waive, release and forever discharge any and all claims, rights and causes of action against, Rolon and any Instructors providing any of the Services to me, for injury or damage caused or alleged to be caused in whole or in part by the negligence of Power Tennis. I understand that this means that I will not make any claims against or sue Rolon, and Instructor nor Power Tennis, its agents or employees, for injuries or damage sustained by me or my child. I recognize that this means I will not recover any money from Power Tennis, its agents or employees, for injuries or damage sustained by me or my child in connection with any claim of injury arising out of the Services, even if Power Tennis has been negligent.

I recognize that the negligence of Power Tennis may include, but is not limited to, acts or failure to act regarding facilities and equipment maintenance, design, construction, instructions of Power Tennis Instructors, interpretation and enforcement of rules, provision of medical or emergency medical assistance, inattention, and supervision of participants and their surrounding environment. Tennis, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. Tennis is an activity which involves strenuous exertions of strength using various muscle groups, quick movements involving speed and change of direction, and may involve contact with equipment or fixed obstructions. The risks associated with tennis range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones or concussions, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. Participant and his/her Parent/Guardian hereby expressly agree that they understand the nature of

tennis and appreciate the types of injuries and risks that exist, and Participant and his/her Parent/Guardian knowingly assume all related risks.

I understand and expressly agree that this waiver and release of all claims is intended to be as broad and inclusive as permitted by the laws of California. If any portion of this waiver is held invalid, I agree that the remainder shall continue in full force and effect.

Also, and in addition to the above waiver and release, I understand and voluntarily assume all risks associated with my child's or my own participation in this activity. I (or my child) am physically capable of participating in this activity. I (or my child) have the necessary degree of skill, training, experience or ability to participate at the level I choose.

Participant and his/her Parent/Guardian hereby irrevocably grant to Power Tennis the absolute, unrestricted and unlimited license, right, permission and consent to collect, use and reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all trade purposes or commercial or other advertising purposes, and in any and all advertising, publicity, display, publication or media, Participant's name and any pictures and/or video of Participant engaged in the Services of Power Tennis, with or without any statements or testimonials made by Participant. Participant and his/her Parent/Guardian warrant that they have not limited or restricted the use of Participant's name or photograph to the use of any organization or person. Participant and his/her Parent/Guardian hereby consent, release, waive and discharge Power Tennis from any and all Claims arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy, violation of any right of publicity or violation of any statutory right.

Participant and his/her Parent/Guardian hereby consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness seems reasonably advisable. Participant and his/her Parent/Guardian further understand that Participant and his/her Parent/Guardian will be responsible for payment of any such medical procedures.

I state that I have carefully read and fully understand the meaning of this waiver and release of all claims, and that I have voluntarily signed below.

Print/Type Participant Name

Today's Date

Participant's Address

Participant's Signature

TO BE COMPLETED IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18) YEARS:

I AM THE PARENT, LEGAL GUARDIAN OR CUSTODIAN OF THE CHILD IDENTIFIED ABOVE. I UNDERSTAND AND AGREE TO THE ABOVE WAIVER AND RELEASE OF ALL CLAIMS, AND AGREE TO BE BOUND BY ITS TERMS, FOR MYSELF AND ON BEHALF OF THE CHILD NAMED BELOW, AND OUR HEIRS AND ASSIGNS. I UNDERSTAND AND AGREE THAT AS A PARENT OF A MINOR CHILD RECEIVING SERVICES OF POWER TENNIS I AM REQUIRED TO BE ON LOCATION (COURT SIDE) AT EACH AND EVERY SERVICE EVENT AND THAT THE INSTRUCTORS ARE NOT TO BE LEFT ALONE WITH MY CHILD/CHILDREN WITHOUT A PARENT OR GUARDIAN. I ALSO UNDERSTAND AND CONSENT THAT IN CONNECTION WITH TENNIS INSTRUCTION, AN INSTRUCTOR MAY APPROPRIATELY TOUCH MY CHILD FOR PURPOSES OF SHOWING PROPER TENNIS GRIP, STANCE, FORM AND THE LIKE.

Child's Date of Birth

Today's Date

Print/Type Parent/Guardian's Name

Parent/Guardian's Signature