

CITY OF MEDINA
VOLUNTARY WAIVER OF LIABILITY AGREEMENT

I know that tennis and the events and activities related to it are inherently dangerous activities in which I choose to participate voluntarily and at my own risk. I understand that such activities can result in personal injury, death and disability or property damage and loss. I also understand that these risks and dangers are increased when other persons are present at the same time and using the same facilities. In consideration of using the athletic facilities of the city of Medina (the "City") and wishing to participate in the youth tennis activities and knowing there are certain dangers related to this activity, I hereby state and affirm that:

1. My participation is fully voluntary.
2. I acknowledge that the activity is not an essential service provided by the City.
3. I understand and acknowledge that the activities in which I am about to engage as a participant have certain risks. I understand that these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.
4. I hereby personally assume all risks in connection with this activity and I waive any right to make claims or bring actions against the City or its officers, employees or agents for any injuries or damages to me or my property related to the alleged negligence of the City. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City.
5. I agree to hold harmless and indemnify the City, its officers, employees and agents, from any and all claims or actions for injury or damages to any third party, including other participants or spectators, resulting from my participation in any activity while at or about the City athletic facilities.
6. I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights. I accept this and sign this agreement of my own free will.
7. The terms of this agreement shall serve as a release and assumption of risk and shall be binding on behalf of myself, my heirs, executor, administrator and all members of my family.
8. My signature indicates that I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

Name (Print)

Signature

Parent Signature (if under 18 years old)

Date

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending AgreTennis lessons 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 AgreTennis lessons may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

Participant and their parent or legal guardian agree that the events and activities of the AgreTennis Lessons have certain risks, known or unknown, anticipated or unanticipated, which may result in personal injury, disability, death, property damage or other loss. In consideration of participating in the lessons and by my registration and signature below, participant agrees to take part voluntarily and at my own risk, to waive any right to make a claim or bring any action against, and to hold harmless and indemnify, the AgreTennis Lessons, its organizers, instructors, officers, employees or agents for any injury, disability, death, property damage or other loss, and to personally assume all risk of injury or loss in connection with this activity. This agreement shall serve as a release and assumption of risk and shall be binding on myself, my heirs, agents, executor, administrator and all members of my family. Participant further acknowledges that the AgreTennis Lessons, its officers, employees or agents do not provide any medical, health or other insurance for participant, and agree that participant shall provide any and all insurance for any injury or loss in connection with this activity.

Participant Name (Print) _____

Parent Signature (if under 18 years old) _____

Date _____