

TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ADULT PARTICIPANT OR PARENT OF MINOR PARTICIPANT
WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This waiver and release is made, executed and delivered by an adult participant or the parents or legal guardian of, a minor participant ("Releasor") to Tredyffrin Township., Chester County ("Township").

Releasor desires to participate, or, in the case of a minor, allow said minor to participate in a tennis and/or squash clinic provided by L3 Tennis(the "Event"). Releasor understands Township's participation in the Event is limited to registration of participants at a reduced registration fee on behalf of L3 Tennis and that Township has no control and/or connection with the operations of the Event. A condition for the registration fee offered through Township's registration process is that all participants must sign a release form holding Township harmless from any and all liability.

In consideration of being permitted to participate or a minor's permitted participation in any way or purpose in the Event, the undersigned, Releasor, jointly and severally, for himself or herself, his or her personal representatives, heirs, executors, successors, and assigns does **HEREBY RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** Township and each of its successors, assigns, officers, officials, directors, employees, contractors, and sureties (the "Releasees") from any and all liability, claims, counterclaims, costs (including but not limited to attorney's fees and court costs), demands, rights, actions, bills, bonds, undertakings, liens, notes, suits, causes of action (in tort, contract, law, equity or otherwise), known or unknown, accrued or not yet accrued, on account of injury to the person or property or resulting in death of the undersigned or minor participant, whether caused by negligence or otherwise while Releasor or minor participant is in any way participating in the Event. Releasor **HEREBY AGREES TO INDEMNIFY, SAVE, and HOLD HARMLESS** the Releasees from any loss, liability, damage, or cost they or the participating minor may incur due in any way or purpose participating in the Event and whether caused by the negligence of the Releasees or otherwise. Releasor **HEREBY ASSUMES FULL RESPONSIBILITY FOR and RISK OF BODILY INJURY, DEATH OR PROPERTY** damage due to the negligence of Releasees or otherwise while in any way or purpose of their or minor's participation in the Event.

The undersigned expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.

THE UNDERSIGNED PARTICIPANT OR PARENTS/LEGAL GUARDIANS HAVE READ & VOLUNTARILY SIGN THE RELEASE & WAIVER OF LIABILITY & INDEMNITY AGREEMENT, & further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Print Name of Participant: _____ Age of Participant: _____

Participant or Parent /Legal Guardian of Minor Participant ("Releasor") Sign _____

Print Name of Signature Here: _____ Date: _____

MINOR'S UNDERSTANDING FORM

I HAVE DISCUSSED THE EVENT THAT I WISH TO PARTICIPATE IN WITH MY PARENTS OR LEGAL GUARDIANS AND THEY HAVE EXPLAINED TO ME THE POSSIBILITY OF MY BEING INJURED. I UNDERSTAND WHAT THEY HAVE EXPLAINED TO ME, and I KNOW THAT I COULD BE INJURED, POSSIBLY SEVERE OR EVEN WORSE.

I AM WILLING TO ASSUME THE RESPONSIBILITY OF THIS IN ORDER TO BE A PARTICIPANT IN THE EVENT THAT I WISH TO PARTICIPATE IN.

I ALSO AGREE THAT, AT ANY POINT, IF I FEEL ENDANGERED EITHER BY MY OWN ACTIONS OR THOSE OF OTHERS, THAT I AM FREE TO WITHDRAW FROM THE EVENT, and WILL DO SO OF MY OWN FREE WILL.

I KNOW THAT I AM NOT GIVING UP ANY OF MY RIGHTS and THAT IT IS OK FOR ME TO PARTICIPATE.

I HAVE READ THE ABOVE ASSUMPTION OF RISK. I FULLY UNDERSTAND WHAT IT MEANS, and HAVE SIGNED IT VOLUNTARILY.

Minor Sign Name Here: _____ Print Name of Minor Here: _____

Parent or Legal Guardian Sign Name Here: _____ Date: _____

Parent or Legal Guardian Print Name Here: _____