



Release and Waiver of Liability, Assumption of Risk and Indemnity

In consideration of myself participating in any event at the Mystic Indoor Tennis, LLC, I represent that I understand the nature of these activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe event(s) conditions are unsafe I will immediately discontinue participation in the activity(s). In consideration of myself my minor child being permitted to participate in any way at Mystic Indoor Tennis, LLC activities and being permitted to use the Mystic indoor sports facilities, I, the parent and/or legal guardian of the minor below, for myself, my minor child and our personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, represent, and warrant that the use of MIT, LLC facilities and equipment, participation in MIT LLC sponsored activities and events, and participation in any exercise activity in general is undertaken by me or my minor child at his or her own risk. I also agree and acknowledge that the use of MIT LLC equipment and facilities and exercise in general may involve a risk of injury and I represent and warrant that me and/or my minor child identified below is in good health and has no disability, impairment, injury, disease or ailment preventing us/him/her from using MIT LLC facilities and equipment or engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of me or my minor child's use of MIT LLC facilities and equipment in any manner.

2. Acknowledge, agree, and fully assume all risks associated with the participation in any exercise activity at the MIT LLC facilities or the use of MIT LLC facilities and equipment, even if due to the NEGLIGENCE of MIT LLC, its board, officers, agents, employees, and contractors. I hereby agree to defend, indemnify and hold MIT LLC, its board, officers, agents, employees, landlords, and contractors harmless from and against any and all claims by my minor child, his/her family, personal representatives, assigns, heirs, and next of kin arising out of damage or injury to person or property occasioned by the use of MIT LLC facilities and equipment, participation in MIT LLC sponsored activities, or participation in any active or passive exercise or athletic regimen by me and/or my minor child at MIT LLC, *even* if due to the NEGLIGENCE of MIT LLC, its board, officers, agents, employees, landlords and contractors.

3. Acknowledge and agree that MIT LLC, its Board, officers, agents, employees, landlords, and contractors shall not be responsible or liable to me and/or my minor child, his/her family, personal representatives, assigns, heirs, and next of kin for articles damaged, lost, or stolen in, on or about any WS LLC facility, or placed in any lockers, or for loss or damage to any property including but not limited to automobiles and the contents therein, and agree to fully assume all risk of damage or loss to *any* such articles or property.

4. I hereby give my consent to MIT LLC, its agents, employees and contractors to photograph, film, videotape and then use, reproduce, and publish said images of me and/or my child/children relating to the use of the MIT LLC facilities. I agree that photographs/negatives, film, or videotapes thereof shall constitute the sole property of MIT LLC with full right of disposition in any manner whatsoever, including the right to publish. I hereby release MIT LLC and its legal representatives and assigns from any and all claims whatsoever in connection with the use, reproduction, publication of the images thereof.

I have read and fully understand this Release and Waiver of Liability, Assumption of Risk and Indemnity prior to signing and by signing below represent that I represent myself or that I am the parent and/or legal guardian of the minor and agree on behalf of myself and my minor child to the terms set forth.

Your Name (**print**) _____

Email _____

Mobile _____

Street _____ City _____ State _____

Child's Name & Age (print) _____

Participation Type (check): Tennis _____ Pickleball _____ Junior Tennis _____

- Except for water, no other drinks, food, or gum is allowed on the tennis and pickleball courts.
- Proper shoes should be worn on the courts at all times.
- If spectating, please leave the courts lobby and all other areas clean, free of trash and chairs and tables back in proper position.

SIGNATURE _____

DATE / /