



Waiver, Release & Consent ("Release")

As a condition to participating in Buddy Up Tennis, Inc., an Ohio non-profit corporation and I.R.C. Section 501(c)(3) charitable organization ("Buddy Up Tennis") tennis and fitness programs, clinics, special events, and other activities conducted anywhere in the world (collectively, the "Program"), whether in the capacity as an athlete (each, an "Athlete") or as a buddy, coach, volunteer, or otherwise (each, a "Buddy"), the participant identified below (the "Participant") agrees as follows:

- (1) **Acknowledgment of Risk; Qualified to Participate.** Participant understands that: (A) the Program can be a dangerous activity and involves risks of serious bodily injury (including personal injury or death) which may be caused by the intentional, reckless, or negligent actions or inactions of the Released Parties (as defined below) or the Participant or otherwise; and (B) substantially all of the Released Parties that conduct, administer, or otherwise participate in the Program: (1) have not received specialized training, education, certification, or qualification regarding individuals with special needs or Down syndrome or tennis or other Program activities; and (2) are participating in the Program on a volunteer basis without compensation. The Participant represents and warrants that he or she is qualified and in proper physical and mental condition to safely participate in the Program.

- (2) **Consent to Use Likeness.** The Participant grants to Buddy Up Tennis and each club, facility, park district, and location where the Program may be conducted (each, a "Facility") and each of their respective affiliates and authorized agents the irrevocable, unrestricted, and royalty-free right to use, publish, display, and distribute media bearing his or her name, voice, likeness, or any other representation of the Participant (collectively, the "Content"). The Participant agrees that: (A) when created, the Content automatically becomes and remains the sole and exclusive property of Buddy Up Tennis; and (B) the Content may appear in any form, style, color, derivative work, or medium whatsoever (including, without limitation, photographs, video, sound recordings, software, drawings, prints, broadcast, internet, and other electronic media). The Participant waives any right to inspect or approve the Content or any part or element thereof.

- (3) **Release and Waiver; Indemnification; Assumption of Risk.** The Participant: (A) releases and discharges: (1) Buddy Up Tennis, each Athlete, and Buddy; (2) each Facility (including, without limitation, any owner or operator thereof); (3) each financial and other contributor to the Program; and (4) each of their respective estates, and each of their respective former, current, and future heirs, legal guardians, executors, trustees, representatives, stockholders, members, directors, trustees, officers, employees, agents, successors, assigns, and affiliates, as applicable (collectively, the "Released Parties"), from any and all liabilities, injuries, damages, costs, expenses (including, without limitation, attorneys' fees), causes of action, and any other claims whatsoever (including, without limitation, claims arising from damages to property, personal injury, death, or any medical treatment administered to a Participant by or at the direction of the Released Parties in connection with accidents or injuries that may occur at a Program) arising, directly or indirectly, from the Program, the actions or inactions of any Released Party, the Content, or this Release (collectively, the "Released Claims"); (B) waives any rights to commence or join any suit or proceeding or otherwise assert any claims whatsoever with respect to the Released Claims; (C) agrees to indemnify and hold harmless each Released Party from any and all liabilities, damages, costs, expenses (including, without limitation, attorneys' fees), causes of action, and any other claims whatsoever arising, directly or indirectly, from the Released Claims or a breach of any provision of this Release; and (D) assumes the risk of participating in the Program and the risk that may be created by the Released Parties and the Participant.

- (4) **Applies to Parents, Guardians and Third Parties.** When used in this Release, the term "Participant" includes: (A) the Participant identified below on this Release; (B) his or her estate; and (C) each of his or her former, current, and future heirs, parents or legal guardians (including, without limitation, the parent or legal guardian that signs this Release), executors, trustees, agents, and representatives. This Release binds and is enforceable against all Participant parties, including, without limitation, any parent or legal guardian that signs this Release. Each Athlete, Buddy, and Released Party is an intended third-party beneficiary of this Release and may enforce this Release.

THE PARTICIPANT OR, IF APPLICABLE, HIS OR HER PARENT OR LEGAL GUARDIAN, REPRESENTS AND WARRANTS THAT, BEFORE SIGNING THIS RELEASE, HE OR SHE HAS READ AND FULLY UNDERSTANDS THE CONTENTS, MEANING, AND IMPLICATIONS OF SIGNING THIS RELEASE.

Name of Participant

Signature (if 18 years of age or older)

Date

Role (Buddy, Athlete, etc.)

Age

I CERTIFY THAT I AM: (A) THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT NAMED ABOVE; AND (B) AT LEAST 18 YEARS OF AGE. BY SIGNING THIS RELEASE, I ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE ON BEHALF OF MYSELF AND THE PARTICIPANT.

Name of Parent / Legal Guardian

Signature