

OLD SAYBROOK RACQUET CLUB WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in tennis, [swimming](#), [pickleball](#) and other activities relating to Old Saybrook Racquet Club , I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS, to the fullest extent permitted by law Old Saybrook Racquet Club , LLC (“Owners”), their managers, directors, officers, servants, agents, employees, volunteers and other participants (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by me or my child, or to any property belonging to me or my child, while participating in said activities or while in, on or upon premises owned by Owners or Club (hereinafter referred to as PREMISES).

2. I am fully aware that there are significant risks and hazards connected with participating in tennis, [swimming](#), [pickleball](#) and other activities, including the risk of physical injury or disability. Particular rules, equipment and personal discipline may reduce, but will not eliminate, these risks and hazards. I am voluntarily entering the PREMISES and participating in said activities. I **VOLUNTARILY** ASSUME FULL RESPONSIBILITY FOR ALL SUCH RISKS OF INJURY, DISABILITY, DEATH or loss or damage to property, both known and unknown, EVEN IF ARISING FROM THE **NEGLIGENCE** OF THE RELEASEES or others, and assume full responsibility for my participation.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs incurred due to or arising out of my participation in the tennis and other activities.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.

5. I agree to become familiar with and abide by the rules and regulations of Old Saybrook Racquet Club. I will further assume complete risk of any activity done in violation of any rule, directive or instruction.

6. I also understand that I should and am urged by RELEASEES to obtain adequate health and accident insurance to cover any personal injury which may be sustained during tennis and other activities.

I HAVE READ THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I am at least eighteen (18) years of age and fully competent and I execute this Waiver of Liability and Hold Harmless Agreement for full, adequate, and complete consideration fully intending to be bound by same.

Participant’s Printed Name:

Participant’s Signature:

Date:

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for the participant named above, do consent

and agree to his/her release as provided above of all the RELEASEES, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Participant Parent or Legal Guardian’s Signature:

Date: