

SPUR TENNIS CLUB

PLAYER WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE AGREEING

In exchange for my participation in the Spur Tennis Club Tournament (“Event”) held at Gatesville High School Tennis Courts in Gatesville, Texas, I acknowledge and accept the risks associated with participating in the Event. I voluntarily accept these risks and hereby, for myself and on behalf of my heirs and legal representatives, release and discharge Spur Tennis Club, its officers, officials, agents, and employees from any and all claims, demands, or actions of every kind, nature, and character for any loss, injury, or damage, whether caused by negligence or otherwise, to the fullest extent permitted by law, in connection with any aspect of the Event.

1. Detailed Assumption of Risks

I understand that participating in tennis tournaments involves inherent risks, which can include but are not limited to: injury from fast-moving balls, slipping or tripping on court surfaces, collisions with other players, the risk of heat-related illnesses, and the unpredictability of actions taken by other participants. These risks may be aggravated by various factors, including surface conditions and environmental elements. I am aware that participation may result in bodily injury, disability, or death. I freely assume all such risks, both known and unknown, even if arising from the negligence of Spur Tennis Club or others.

2. Consideration/Binding Effect

I am agreeing to this document in full consideration of the risks and for being allowed to engage in any or all of the tournament activities. I understand that this agreement is intended to be valid and binding now and at all times in the future when I engage in any or all of the activities at the Event location.

3. Waiver and Release of Liability

As lawful consideration for being allowed to engage in any or all activities related to the Event, I (on behalf of myself, my spouse, parents, heirs, representatives, assigns, minor children, or legal wards) agree to the following:

- Spur Tennis Club and its respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (collectively referred to as 'The Released Parties') shall not be liable for any losses, injuries, or damages that I may sustain as a result of participating in the Event at any time or location.
- I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (whether known or unknown, anticipated or unanticipated) against The Released Parties, whether caused by their ordinary negligence or

other legal liability, resulting from or arising out of my participation in the Event. This includes, but is not limited to, claims for medical expenses, bodily injuries, mental/emotional injuries, death, or personal property damage.

Warning:

Under Texas Law (Chapter 94, Civil Practice and Remedies Code), a sports official who is engaged in an athletic competition is not liable for civil damages, including personal injury, wrongful death, property damage, or other loss related to any act, error, or omission that results from a risk inherent in the nature of the competitive activity in which the claimant chose to participate unless the act, error, or omission constitutes gross negligence or wanton, wilful, or intentional misconduct. Additionally, a sponsoring organization cannot be held liable for an act, error, or omission of a sports official absent any new, independent, and separate act, error, or omission of the sponsoring organization that gave rise to the harm.

4. Indemnification

To the fullest extent permitted by law, I agree to indemnify and hold harmless The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against The Released Parties which are in any way connected with my participation in the Event, including claims that allege negligent acts or omissions by The Released Parties. This indemnification shall include reimbursement of reasonable attorney fees incurred by Spur Tennis Club or by others on its behalf.

5. Health and Safety Acknowledgment

In consideration of being allowed to participate in the Event, I acknowledge, appreciate, and agree that:

1. Participation includes possible exposure to and illness from infectious and communicable diseases including, but not limited to, MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation regarding protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

6. Photography and Media Release

I hereby grant Spur Tennis Club and their assignees the right to use or authorize the use of my name, voice, likeness, signature, and biographical material without additional consideration for the purpose of publicizing, promoting, and advertising Spur Tennis Club and their related parties, and the Event. I also grant and assign to Spur Tennis Club and their assignees the right to make, use, show, and reproduce in any way now known or hereafter devised, for commercial and non-commercial purposes, still pictures, motion pictures, sound recordings, posters, live, taped, or filmed television taken of me during the Event.

7. Medical Consent

As a condition of my participation in the Event, I hereby authorize medical personnel (including athletic trainers and tournament physicians) to provide medical or diagnostic services to me in the event that I become ill or sustain an injury during the Event, which at the time seems reasonably advisable.

8. Texas Law and Modification Clause

Texas law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by both me and a representative of Spur Tennis Club.

9. Confirmation of Understanding

I represent that I am at or over 18 years of age, am of sound mind, and am not suffering from shock or under the influence of alcohol, drugs, or intoxicants that affect my ability to read and understand this document. I have read this entire document and fully understand it. I intend for this document to be valid and binding today and at all times in the future. By entering the Event, I acknowledge that if anyone is hurt or property damaged during my participation in the Event, I may be found by a court of law to have waived my right to bring a lawsuit against any or all of The Released Parties. All of the information that I have provided is true and accurate.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parental/Guardian Acknowledgment (If Participant is Under the Age of 18):

I represent and warrant that I am the parent or legal guardian of the registrant listed above, and that I have received, read, and understood the above Release. I fully consent to and voluntarily execute this Release on the minor's behalf. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases herein shall be regarded as made by me on behalf of the minor and shall be binding on me and the minor.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.