



Waiver and Release

I understand that Topspin Racquet Club (the “Program”) is a program conducted by Bloemendaal Enterprises LLC, its staff, and volunteers. I further understand and agree that [my/my child’s] participation in athletic and other activities of the Program necessarily involves the risk of injury and even death from various causes, including, but not limited to, accidents, falls, strenuous and prolonged physical activity, dehydration, illness, collision or dispute with other participants, weather related injuries, playing area and equipment defects. On behalf of [me/my child], I assume these risks.

In consideration of the privilege of [my/my child’s] participation in the Program and use of the Program’s facilities, and on behalf of [me/my child and me as parent or guardian], I hereby release, discharge from liability, hold harmless and indemnify, and covenant not to sue, Topspin Racquet Club, Bloemendaal Enterprises LLC and its directors, officers, trustees, employees, volunteers, insurers, agents and representatives, and all other persons associated with the Program (including, without limitation, any other participating parents, vendors, coaches, officials, and organizations utilizing the Program’s facilities) as to any and all claims of [me/my child] and other family members for personal injuries suffered by [me/my child], property damage, medical expenses, and economic loss arising directly or indirectly out of [my/my child’s] participation in the Program and use of the Program’s facilities, and any first aid, medical care or treatment provided to [me/my child] in the event of injury or illness while participating in Program activities, and excepting claims that may not be released under applicable law.

By participating in activities of the Program, I, on behalf of [myself/my child] give consent to be photographed, filmed, and/or otherwise recorded. I hereby authorize Topspin Racquet Club, Bloemendaal Enterprises LLC and the Program to use, reproduce, distribute, display, and to license others to use, reproduce, distribute, and display, [my/my child’s] image, and photograph, as well as any video, digital, or audio recording or reproduction, in connection with external and internal communications of Topspin Racquet Club or Bloemendaal Enterprises LLC for the sole purpose of advancing the Program. By providing my email address, I agree to be included in occasional surveys or newsletters from the Program.

I understand that participation in the Program may involve strenuous and prolonged physical activity. I certify that [I am/ my child is] healthy and able to participate in the Program’s activities. I understand that Topspin Racquet Club, Bloemendaal Enterprises LLC or its representatives may request health information concerning [me/my child] and/or ask [me/my child] to undergo a medical exam. If Topspin Racquet Club or Bloemendaal Enterprises LLC determines that [I/my child] has a physical or mental condition that may affect [my/my child’s] ability to safely and appropriately participate in the Program’s activities, Topspin Racquet Club or Bloemendaal Enterprises LLC may determine that my child cannot be permitted to participate.

In the event of injury or illness during activities of the Program, and if [I am unable/I am not present as my child’s parent or guardian] to make medical decisions, I hereby authorize Topspin Racquet Club and Bloemendaal Enterprises LLC, its staff, and volunteers to arrange for and consent on my behalf to emergency medical and dental care and treatment, including tests and radiological exams, and surgery, and hospital care and treatment, and to consent to medications for pain and other conditions as prescribed by medical personnel attending [me/my child]. I am responsible for payment of any medical charges or expenses not covered by [my insurance (if any)/the insurance applicable to my child (if any)].

By signing below, I certify that: 1.) I am at least 18 years old, and 2.) I freely and voluntarily agree to the terms of this Waiver and Release with full and complete knowledge of its contents and the associated risks. If signing for a minor child, I certify that I am a legally responsible parent or guardian of the child. This Waiver and Release shall be as broadly construed as allowed by law to include all claims and rights that [I/my child/I as parent/guardian/other family members] may have. If any provision of this Waiver and Release is deemed invalid, the remaining provisions shall remain in full force and effect. This Waiver and Release shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors, and assigns.

IN WITNESS WHEREOF, I hereby execute this Waiver and Release effective as of the date set forth below.

Printed Name of Minor (if applicable)

Printed Name

Signature

Date

Email