



WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

In consideration of my, and/or my children or wards, as applicable, use of the tennis equipment, facilities, and tennis instruction, provided by or on behalf of or at the direction of **Toss & Spin**, an Illinois limited liability company, I, _____, on behalf of myself and, if applicable, the below-identified child(ren) or ward(s) for whom I am appointed guardian, hereby:

- a) agree to fully and forever waive, release, and discharge **Toss & Spin** and each of its respective affiliates, employees, officers, directors, managers, partners, shareholders, members, insurers, independent contractors, agents, volunteers, predecessors, successors, assigns, heirs, and other personal representatives (individually, each a "Releasee" and collectively, the "Releasees"), from any and all losses, liabilities, claims, obligations, costs, damages (including compensatory, general, special, consequential, or punitive), or expenses of any nature or kind, including, but not limited to, any and all attorneys' fees, costs, damages, and or judgments directly or indirectly related to (i) property damage sustained in connection with the venue in which **Toss & Spin** may be providing instruction ("Facilities"), the use of the equipment provided or recommended for use in instruction by **Toss & Spin** ("Equipment"), or any tennis or related instruction ("Services"), (ii) damages arising from personal injuries (including, without limitation, injury resulting in death or disability or medical treatment) sustained in connection with the Facilities, Equipment, or Services, (iii) damages arising from disease (including, but not limited to, illness resulting from Coronavirus/COVID-19) sustained in connection with the Facilities, Equipment, and/or Services (collectively, "Losses"), regardless of whether such Losses result, in whole or in part, from the alleged or actual negligence of any Releasee or whether the same be known or unknown, anticipated or unanticipated;
- b) agree to indemnify and hold harmless Releasees against (i) Losses and (ii) any and all losses, liabilities, claims, obligations, costs, damages or expenses, including, but not limited to, any and all attorneys' fees, costs, damages, and or/or judgments directly or indirectly arising out of or relating to my acts or omissions in connection with the Services, Equipment, or Facilities, regardless of whether such Losses, acts, or omissions result, in whole or in part, from the alleged or actual negligence of any Releasee or whether the same be known or unknown, anticipated or unanticipated;
- c) agree that I understand and acknowledge that the use of the Facilities, Equipment, and Services involves physical exertion and risk of serious injury, including permanent disability and death, and represent: (i) I am in sufficient health to participate in the Services, (ii) I do not have any pre-existing physical or medical condition that may be impacted or worsened by my use of the Services, and (iii) will not use the Service while under the use of any drugs, alcohol, or medications that may impair my physical abilities or judgment;
- d) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Services or, if not, I agree to bear the costs of such injury or damage to myself and others;
- e) agree that the Releasees are not responsible for property that is lost, stolen, or damaged while in, on, or about the Facility, or such other venue as **Toss & Spin** may be providing instruction; and
- f) authorize **Toss & Spin**, and its successors, to capture my image, likeness, and sounds in photographs, videos, recordings, or other forms of media ("Images"), and acknowledge that **Toss & Spin** will own such Images and grant permission, without compensation, for **Toss & Spin** to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including, without limitation, in publications, advertisements, brochures, web sites, social media, and other electronic displays and transmissions thereof, except that the foregoing authorization shall not include using my name with any Image unless I agree otherwise in writing.

I certify that I (i) am the athlete signing up for tennis instruction with **Toss & Spin** and that I am over 18 years old, and/or (ii) I am the parent or legal guardian of any such below-identified athlete(s) under the age of 18 years old. I have read and understood the terms of this Waiver, Release, and Assumption of Risk Agreement ("Waiver") and agree to its terms on behalf of myself and/or, if applicable, the child(ren) or ward(s) identified below.

Except as otherwise set forth in this Waiver, any litigation concerning this Waiver or the Services, shall be brought in Cook County, Illinois, and I consent to the exercise of personal jurisdiction by such courts. Any cause of action with respect to this Waiver or the Services must be instituted within one (1) year after the claim or cause of action has arisen or be barred. Notwithstanding, by signing this document, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. If any provision of this Waiver is held invalid, illegal, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Waiver shall otherwise remain in full force and effect.

I understand that by signing below that I am waiving important legal rights both on behalf of myself and my child(ren) or ward and the signature below is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I expressly acknowledge that, prior to signing below, I was provided sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms. In the event that I do not have the authority to execute this agreement (e.g. I am neither the parent nor legal guardian of the child(ren) or ward(s) identified below), I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees, or similar expense.

Delivery of an executed counterpart hereof via facsimile or electronic means shall for all purposes be as effective as delivery of an original counterpart and shall be of the same legal effect, validity or enforceability as a manually executed signature.

Athlete Signature: _____	Parent/Guardian Signature: _____
Printed Name: _____	Minor 1 (Full Name): _____
Date: _____	Minor 2 (Full Name), if applicable: _____
	Date: _____