



## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of permission granted by Balboa Tennis Club ("BTC") allowing me to utilize the services of BTC including entry to the premises of tennis courts and common areas offered to BTC members and guests (the "Activity"), I (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injury, illness, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injury, illness, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of BTC, and/or its, affiliates, employees, officers, directors, members, guests, agents or insurers ("Released Parties").

2. I acknowledge that BTC has put in place preventative measures with intent to reduce the spread of the novel coronavirus ("COVID-19"); however, BTC cannot guarantee that members and guests will not become exposed to or infected with COVID-19. Participation in Activity at BTC may increase my risk of contracting COVID-19 and other communicable disease. I agree to abide by rules and best practices as provided by BTC and acknowledge that failure to comply with such rules and best practices may, at the discretion of BTC, result in temporary suspension of privileges to participate in BTC Activity or expulsion from membership and participation.

3. To the maximum extent of the law, I waive all claims against any of the Released Parties for any illness, injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

4. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any illness, losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

**5. I HAVE CAREFULLY READ AND REVIEWED THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT. I UNDERSTAND THAT BY EXECUTING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER AGAINST BTC IN THE EVENT OF ILLNESS, INJURY, DEATH OR PROPERTY DAMAGE. I HAVE READ THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT FULLY AND I EXECUTE IT VOLUNTARILY.**

\_\_\_\_\_  
Member/Guest Printed Name

\_\_\_\_\_  
(if applicable) Parent/Guardian Printed Name

\_\_\_\_\_  
Member/Guest Signature

Date: \_\_\_\_\_

