



THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Event: Fleming & Diamond Lakes Tennis Centers Programming; Dates: January-December; Location(s): FLEMING TENNIS CENTER 1850 Chester Ave, Augusta GA, 30906 / DIAMOND LAKES TENNIS CENTER 102 Diamond Lakes Way, Hephzibah, GA

IN CONSIDERATION of being permitted to participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY FOREVER RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the *{The Mayor of Augusta, Georgia, The Augusta, Georgia Commission, Augusta, Georgia Recreation & Parks Department, MACH Academy, Inc., The USTA Southern Section and The Fleming Tennis Center}*, and all of their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releases") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES, **including but not limited to the novel coronavirus COVID-19**, TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY PARTICIPATING OR ATTENDING THIS EVENT YOU ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve risks including but not limited to exposure to infectious syndromes and diseases, including but not limited to the novel coronavirus COVID-19, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASES or otherwise.
4. HEREBY grants to the Releases (and grants to the Releases the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releases in connection with my appearance at and/or participation in the Event. I agree that Releases shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releases' exercise of its Use and Materials rights.
5. HEREBY understands that my child will have access to the Internet for research and communication purposes. I give permission for my child to use the Internet.



6. HEREBY understands and agrees that the law of the State of Georgia will apply to this agreement.

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

STUDENT NAME PRINT

DOB: (M/D/YYYY)

STUDENT SIGNATURE

DATE: (M/D/YYYY)

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of the individual who signed the foregoing Release (“Minor”) and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on 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.

Furthermore, in consideration of Releases possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

PARENT/GUARDIAN PRINT NAME

RELATIONSHIP TO MINOR

PARENT/GUARDIAN SIGNATURE _____ DATE _____

EMERGENCY CONTACT# _____

EMAIL: _____

Mentoring Academics Computers Healthy Recreation
Email: mparks37@comcast.net **Website:** <http://www.machacademy.com> **Phone/Fax:** (706) 796-5046
Facebook: facebook.com/MACHacademyinc1992 **Instagram:** Instagram.com/machacademyinc/
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Diamond Lakes Tennis Center 102 Diamond Lakes Way, Hephzibah GA 30815