



PARTICIPANT WAIVER AND RELEASE OF LIABILITY



(Please submit with attached Page 1 entry form.)

In consideration of _____ (“Child”) participating in the Port Huron Tennis House (“PHTH”) Tennis Club at Crull Elementary School (“Club”):

I acknowledge that my participation in Club activities is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property. **I expressly accept and assume all of the risks inherent in this activity or that may be caused by negligence.** I agree to discontinue participation in the Club if I believe at any time that the conditions are unsafe or that I am no longer able to participate due to my physical or mental condition. I will be solely responsible for any and all medical and related bills that I may incur because of an injury or damage I may suffer or cause while participating in the Club, including those sustained on school premises and while I am traveling to and from such premises, regardless of the location or mode of transportation.

I voluntarily release, forever discharge, and agree to indemnify and hold harmless the PHTH and its owners, instructors, employees, agents, volunteers, participants, and all other persons or entities acting for them (“Releasees”), from any and all claims, demand, loss, liability, damages, attorney fees, and any other costs which are in any connected with my participation in the Club, or my use of PHTH’s equipment or facilities, including those arising from the negligence or omissions of the Releasees.

This Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged. If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Club. By signing below, I agree to be bound by the terms of this Agreement.

Parent/Guardian Signature

Date