
PORT HURON TENNIS HOUSE, INC.
RELEASE AND WAIVER OF LIABILITY AGREEMENT

The undersigned, _____, (“Participant”) and this ___ day of _____ 2021 for himself/herself and any personal representatives, heirs, and relatives, hereby acknowledges, agrees and represents that he or she has carefully considered the receipt of lessons, instruction or other service from Port Huron Tennis House Inc. (the “PHTH”), and further acknowledges and agrees as follows:

- A. Participant is aware of the existence and spread of COVID-19 (the “Virus”) which can cause serious illness, up to and possibly including death;
- B. Participant and PHTH are aware that while certain practices including social distancing, masks, gloves, sanitizers can reduce the transmission of the Virus, there is no means to ensure the prevention of transmission of the Virus;
- C. Symptoms of the Virus include fever, cough or shortness of breath, heavy breathing, lack of taste or smell, chills, body aches, sore throat, headache, diarrhea, nausea, vomiting, and runny nose (“Symptoms”), but Participant and PHTH acknowledge that medical data indicates that people can be capable of spreading the Virus without showing any Symptoms; and
- D. Participant acknowledges and agrees that self-isolation and voluntarily declining Services from the PHTH will decrease the risk of contracting the Virus.

Understanding all of the above recitals, Participant understands and hereby agrees to the following:

- 1. Participant will not seek services of the PHTH if Participant is experiencing any of the above Symptoms, or has been exposed to a person who has tested positive for or been quarantined with suspicion of the Virus.
- 2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PORT HURON TENNIS HOUSE, INC. its owners, directors, instructors, officers, employees, and agents (hereinafter referred to as “Releasees”) from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of illness, injury to the person or property, or resulting in death of the Participant arising from the Virus, whether caused by the negligence of the Releasees or otherwise, while the Participant receiving services from the PHTH.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH, OR PROPERTY DAMAGE, due to or in any way related to the Virus in choosing to receive services from the PHTH.

PARTICIPANT further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY.

Witness:

Participant Printed Name:

Date: _____

Signature: _____

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If the participant is a minor, the parent or legal guardian(s) warrants and represents that this Release and Waiver of Liability Agreement, its significance and the assumption of risk, has been explained to and understood by the minor child (children) or ward(s). I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the following named participant(s):

Minor Participant's Name: _____

Minor Participant's Signature: _____

I hereby release and agree to indemnify and hold harmless Released Parties from all liabilities incident to my minor child's (children's) involvement or participation as described above.

Parent/Guardian Name: _____

Date: _____

Signature: _____

Parent/Guardian Name: _____

Date: _____

Signature: _____

NOTE: PHTH RESERVES THE RIGHT AT ANY TIME TO REFUSE ANY PARTICIPANT SERVICES.