



CAMP CONSENT AND WAIVER FORM

Participant's Full Name: _____

Parent/Legal Guardian Name: _____

In consideration for permitting me to participate in a USTA Billie Jean King National Tennis Center ("NTC") program, I acknowledge and agree to the following:

I recognize the importance of following staff and coaches' instructions regarding training and other NTC rules, and agree to obey such instructions.

I certify I am in good physical condition, sufficient to use the facilities and participate in the program.

I recognize that tennis, sports conditioning and physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. That although activities may not be strenuous, injuries or medical complications may occur; that balance and physical coordination may affect the occurrence of accidents or falls; that the participant should ask about other potential hazards and recommended precautions; and that, in addition to physical activity, the participant may be subjected to risks associated with traveling in vehicles. I knowingly assume all risks associated with participation in the program.

I understand that students may participate in field trips away from the NTC throughout the duration of the program. I also understand that I may revoke permission for a specific field trip by written notice hand-delivered to the NTC's Director of Tennis Programs at least one day before the trip.

I hereby authorize any medical treatment deemed necessary in the event of any injury to the participant while participating in any activity. I have appropriate insurance, or, if not, I agree to pay all costs of medical services incurred on my behalf.

I understand that video production and/or photography may be conducted during the Program. I fully and irrevocably grant to the USTA National Tennis Center Incorporated ("USTA NTC"), its agents, and its designees, the unqualified right and permission in perpetuity, to reproduce, copyright, publish, broadcast or otherwise use my name, image, likeness, voice, biography or other identification in any and all media now known or hereafter devised, for any commercial or non-commercial purpose at the sole discretion of the NTC. I waive any right, claim or interest in such use and understand that there will be no compensation or other financial remuneration.

As a further condition of participation in the program, and to the maximum extent permitted by law, I, on behalf of myself, my executors, administrators, heirs, personal representatives, successors and assigns, release, waive, hold harmless and discharge the USTA NTC, United States Tennis Association Incorporated ("USTA"), the City of New York (the "City") and others in any manner connected with any such program, event and/or other related activities, including, without limitation, the employees, officers, directors, agents and representatives of the USTA NTC, USTA and City (the "Released Parties"), from any and all claims and demands of every kind, nature and character for any losses, injuries or damages that I may sustain, directly or indirectly, arising out of or related to traveling to or from or participating in any program, event and/or any other related activities on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties (the "Released Claims"). To the maximum extent permitted by law, I hereby covenant and agree that I will not bring or be a party to any legal action or claim against the Released Parties for any reason based on any of the Released Claims. I agree to indemnify and hold harmless each of the Released Parties from any and all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including, without limitation, attorneys' fees and costs) caused by or arising out of my participation in any program, event and/or related activities, including, without limitation, my breach of any provision of this Consent and Waiver and any damages caused by me. I and USTA NTC irrevocably submit to the exclusive jurisdiction of the federal or state courts in Westchester County, New York in the event of any dispute, claim or action.

I HAVE READ THIS CONSENT AND WAIVER FORM, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's Signature _____ Date: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

I represent and warrant that I am the parent or legal guardian of the above-named participant (the "Minor") and that I have read and understood the foregoing Consent and Waiver. I fully consent to and voluntarily authorize the Minor to participate in an NTC program. I acknowledge and agree individually and on behalf of the Minor to the representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases set forth above, which shall be binding on me and the Minor.

Parent/Legal Guardian Signature: _____ Date: _____

Print Name: _____