



CAMP CONSENT AND WAIVER FORM
Rules and Regulations

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. Summer camp field trips must be registered on separate registration form and signed by parent and/or legal guardian.

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.

I ALSO AGREE TO THE RULES AND REGULATIONS AS POSTED www.ntc.usta.com WEBSITE and REGISTRATION FORM.

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: _____

Signed "Consent and Waiver Form" is required to participate in our camps. If you registered online, please email the signed "Consent and Waiver Form" to ntcprograms@usta.com.

Program Terms and Conditions: (Revised Feb. 2019) I agree to the terms and conditions by signing below.

Cancellation Policy: All program cancellations must be submitted in writing NTCprograms@usta.com and received by the Programs Office at least 10 days prior to start of class/camp per session to be considered for a refund/credit. There will be no refunds/credits after the program start date. **All individual program cancellations or changes will incur a \$50 administrative fee. Checks returned by the bank will incur a \$30 fee and must be replaced with cash or money order.**

Make-up Policy for Programs: Please note that we do not offer makeups for missed classes. We do not offer makeups, credits, refunds, carryovers, for no-shows, same day cancellations or missed classes. We do offer the students participation in one (1) clinic during or at the end of the current session in lieu of a make up for any one (1) missed class. To qualify to be registered for this one (1) clinic per session, the notice of a student's absence must be given in writing via email to the "NTCprograms@usta.com" mail box at least one (1) day in advance of the absence. This student will be offered participation in one (1) clinic offered during or at the end of the current session in lieu of an in-class make up (limited to 1), free of charge. Please note that we do not offer makeups or in-class make ups, credits, refunds, carryovers for missed classes, no-shows, or same day cancellations. Clinic dates are posted on session flyers and online at NTC.USTA.com.

Make-up Policy for Camps: No make ups for any missed portion, days or weeks for summer camp.

Disclaimer for Teaching Programs Enrollment: Participant recognizes the importance of following teachers and coaches instructions regarding training and other USTA NTC rules, and agrees to obey such instructions. Management reserves the right to refuse admission to, or eject, any person whose conduct is deemed by Management to be disorderly, who uses vulgar or abusive language, or who fails to comply with the rules, terms, and conditions applicable to the USTA Billie Jean King National Tennis Center facilities. Court locations and Teaching Pro staff assignments may and will vary during session. Terms and conditions are subject to change at Management's discretion without advanced/prior written notice.

Class/Court Schedules: Classes may be held in the Indoor Training Center on the Hard Courts, or outside on the Field Courts, weather permitting. Court locations and Pro Staff assignments may and will vary during session. Minimum of three (3) students required to start a class.

Waiver: In consideration of his/her participation in a USTA NTC program, Participant hereby acknowledges and knowingly and voluntarily assumes any and all risks of personal injury or property damages which might be associated with tennis, sports conditioning and fitness-related activities. Participant certifies he/she is in good physical condition, sufficient to use the facilities and participate in the program. Participant, on behalf of him/herself, his/her heirs and anyone acting on Participant's behalf, releases, discharges and holds harmless the USTA NTC, USTA, City of New York and their respective officers, directors, employees and representatives (collectively, Releasees) from and against any and all claims arising, directly or indirectly, in connection with Participant's participation in the program or any event related thereto from any cause whatsoever, regardless of whether caused by the negligence of the Releasees (the Released Claims). Participant, on behalf of him/herself, his/her heirs and anyone acting on Participant's behalf, covenants and agrees not to bring or be a party to any legal action or claim against the Releasees from any reason based on any of the Released Claims.

Other: Participant understands that certain USTA NTC programs may involve field trips away from the NTC throughout the duration of the program and that Participant may participate in such field trips. Participant also understands that Participant may revoke permission for a specific trip by written notice that is to be hand delivered to the NTC's Director of Tennis at least one day prior to the trip. Participant hereby authorizes any medical assistance or treatment deemed necessary in the event of any injury to Participant while participating in any activity. Participant has appropriate insurance, or, if not, Participant agrees to pay all costs of medical services incurred on his or her behalf. Participant agrees that USTA NTC and its designees may use Participant's name, voice, photographs, likenesses, biographies, testimonials and statements, and other identification for any purpose relating to USTA NTC activities and advertising and publicizing the USTA NTC and its products and services. Summer camp field trips must be registered on separate registration form and signed by parent and/or legal guardian. Seasonal camps: please refer to the cancellation policy that is listed on the appropriate seasonal camp flyer.

Signature of Participant (or Legal Guardian if participant is under 18)

Date: _____

By signing above, you also agree to **NTC Rules and Regulations**, and **NATIONAL TENNIS CENTER INDOOR TRAINING CENTER CODE OF CONDUCT** below:

1. Check-in and payment is required prior to play.
2. All players for on-court play must be checked in at front desk prior to play.
3. A government-issued photo ID is required BEFORE entering the facility.
4. All guests issued a Visitor Pass must wear and display it while in the facility.
5. Please do not walk on court until designated time of play.
6. The use of courts beyond the assigned time will be subject to charge.
7. Cancellation of court time must be made 24 hours prior to reservation time.
8. NTC reserves the right to cancel court time or program participation for any cause deemed appropriate at the sole discretion of NTC management.
9. All play is at your own risk.
10. Use of foul, abusive, offensive or inappropriate language, gestures or other conduct, and any other inappropriate behavior, with or towards other guests, players, and NTC staff will not be tolerated.
11. Proper court etiquette is expected at all times.
12. Proper tennis shoes must be worn on court at all times.
13. No food or beverages (other than water) is permitted on the courts.
14. Animals (other than service animals) are not permitted in the facility.
15. Photography or videotaping is not permitted without express written permission from NTC management.
16. NTC is not responsible for lost, stolen, or damaged items.
17. Lockers are for day use only. Items left over night in lockers will be subject to removal.
18. Tennis instruction may be given only by NTC professional staff.
19. No baskets, hoppers, or carts are allowed on court unless used by NTC professional staff.