

## **ALL VOLUNTEER APPLICANTS - WAIVER AND RELEASE OF LIABILITY**

**Email Form:** [MHall@YellowTennisBall.com](mailto:MHall@YellowTennisBall.com) c/o Marlena Hall

*The form must be fully completed and submitted **BEFORE** January 1<sup>st</sup>*

I, \_\_\_\_\_ (first name) \_\_\_\_\_ (last name) acknowledge that volunteering at this [2019] tennis event or any other sporting event is an extreme test of a person's physical and mental limits and that my participation in such an event can cause potential for death, serious injury or property damage. With a full understanding of the potential risks, **I HEREBY ASSUME ANY AND ALL OF THE RISKS OF PARTICIPATING IN THE DELRAY BEACH OPEN by VITACOST.com ("THE TOURNAMENT")**. In consideration of permission to participate in the Tournament, and other adequate and sufficient consideration, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) **I WAIVE, RELEASE AND DISCHARGE** from any and all claims, costs or liabilities, death, personal injury or damages/expenses of any kind, which arise out of or relate to my participation in, or my traveling to and from the Tournament, THE FOLLOWING PERSONS OR ENTITIES: Palm Beach County, The City of Delray Beach, The State of Florida and any sponsor, official or other entity or individual associated with the Tournament, including, without limitation, the officers, employees and representatives of any of the foregoing (collectively, the "Tournament Entities"); b) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein except that which is the result of gross negligence and/or wanton misconduct of persons or entities listed above; c) **I HEREBY WAIVE ANY RIGHT I HAVE TO TRIAL BY JURY** in any litigation arising from my participation in the Tournament; and d) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I REPRESENT THAT I HAVE HAD THE OPPORTUNITY TO CONSULT MY PERSONAL PHYSICIAN ABOUT THE RIGORS OF THIS POSITION AND HAVE NO PHYSICAL OR MENTAL CONSTRAINTS THAT WILL PREVENT ME FROM PARTICIPATING AS SUCH. FURTHER, I REPRESENT THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THE ABOVE TERMS WITH MY LEGAL COUNSEL.

THIS WAIVER AND RELEASE SUPERSEDES ALL PRIOR AGREEMENTS AND REPRESENTATIONS. I UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE, I HAVE AGREED TO THE TERMS ABOVE.

I, HEREBY, AFFIRM THAT I AM EIGHTEEN (16) YEARS OF AGE OR OLDER, THAT I AM OF SOUND MIND, I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS.

PRINTED NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

SIGNATURE (of parent or legal guardian if **under 18 years old**): \_\_\_\_\_

DATE: \_\_\_\_\_

**STOP!** Are you applying as a Transportation Driver for the event?

**MUST COMPLETE & SUBMIT NEXT PAGE**



## Delray Beach Open by VITACOST.com Fleet Waiver and Release:

In consideration of, and as a condition to being permitted to use a vehicle presented by Match Point Inc. ("MP"), the undersigned ("Driver") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

1. Vehicle Representations: Driver represents and warrants that he/she:
  - a) is 25 years of age or older and possesses a current and valid driver's license (presented to MP).
  - b) possesses current and adequate automobile insurance (as attended to and presented to MP).
  - c) can see and hear safely and properly to operate a motor vehicle on public and private roadways, and is wearing any eyewear and/or hearing apparatus required or necessary.
  - d) will operate the vehicle in a safe manner, observing all traffic laws while on public and private streets, will properly wear seat belts while in vehicle in operation, and will follow instructions, recommendations and cautions of the representatives of Match Point Inc., and/or its agents and contractors at all times.
  - e) does not have any mental or physical condition which could impair his or her ability to operate the vehicle.
  - f) will not be under the influence of any alcohol, illegal or legal substance, or prescription medication of any kind that can impair judgment and physical or mental state of vehicle operator.
  - g) will totally refrain from smoking or use of tobacco products, or alcohol or alcohol products during the use or possession of vehicle.
  
2. The Driver hereby acknowledges and agrees to the following:
  - a) Hereby elects to participate and be solely and totally responsible for all risk of loss, damages or injury, including death, that may be sustained by she/he or any loss or damage to any of her/his property.
  - b) That she/he will only be permitted to use the vehicle if representatives of Match Point, Inc. and/or its agents or contractors determine in their sole discretion that Driver is in compliance with program guidelines and the representatives' instructions, and is not engaging in any activity which presents any additional danger to herself/himself or others participating in the program.
  - c) That she/he will be responsible for any parking or traffic fines and penalties in connection with the use of the vehicle and that she/he agrees to indemnify and hold harmless Match Point, Inc. for any damage or loss to the vehicle, or for any legal fees or costs hereto.
  
3. Release by Driver:

Driver hereby releases, waives and discharges all claims and potential claims against, and covenants not to sue Match Point, Inc. and their agents and contractors, any of their respective subsidiaries, parents, affiliated entities, agencies, or any of their subsidiaries or affiliated entities or any of their respective officers, employees and agents and facilities or the owner(s) of the hotel with respect to any damages, injuries or losses of any kind to the Driver or any vehicle or any property damage or loss to any other party arising in connection with the Driver's participation in this program or the Driver's operation or use of the vehicle whether caused by the negligence of Releases or otherwise.
  
4. Miscellaneous:

Driver acknowledges that this Agreement and Release is given in exchange for good and valuable consideration. This Agreement shall be governed by the laws of the State of Florida. Ambiguities herein shall not be construed against the drafter. Driver further expressly agrees that the foregoing release and waiver are intended to be as broad and inclusive as is permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND UNDERSTOOD THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING, HAVE BEEN MADE, THAT I AM NOT UNDER THE INFLUENCE OF ANY ALCOHOL, ILLEGAL OR LEGAL DRUG THAT COULD IMPAIR MY ABILITY TO COMPREHEND THIS DOCUMENT, AND THAT I HAVE NOT OFFERED TO PARTICIPATE IN THE PROGRAM IF I DO NOT AGREE

\_\_\_\_\_  
Last Name (Please Print)

\_\_\_\_\_  
First Name (Please Print)

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Valid Driver's License Number

\_\_\_\_\_  
State

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Automobile Insurance Company

\_\_\_\_\_  
Auto Insurance Representative/Agent

\_\_\_\_\_  
Agent's Contact Number

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date of Signature