



RELEASE OF LIABILITY WAIVER FORM

PARTICIPANT	EVENT: Jr Event ~ Mega Mixer ~ Clinic ~ Women's Round Robin ~ Kidz Day ~ Other _____	
	DEPARTMENT: ATP ~ Ballperson ~ Caterer ~ Security ~ Player Guest ~ Media ~ Volunteer ~ Food Service Other _____ (department)	
EMAIL	DATE:	PHONE
ADDRESS:		

LIKENESS RELEASE & WAIVER: I hereby acknowledge and grant to the Association of Tennis Professionals ('ATP'), United States Tennis Association Incorporated ("USTA"), The USTA Foundation Incorporated, USTA Player Development ("USTAPD"), Match Point Inc. (MP), Players International Management ("PIM"), The City of Delray Beach, their related entities, subsidiaries, affiliates, successors, assigns, and to such other persons as they may designate or give permission to from time to time (collectively, "Released Parties"), the absolute, irrevocable right and permission to use, in any manner, throughout the world, in perpetuity, my name, voice, portrait, likeness, biographical information, testimonials and statements (including but not limited to photographs, video, film and/or other recordings of me), either alone or accompanied by other material, in any media and formats whether now known or later developed, for any purpose relating to developing and promoting the growth of tennis in the United States, and advertising and publicizing the ATP, USTA, PIM, MP or The City of Delray Beach and their products and/or services. I agree that any recordings, images, photographs, film and/or videotape taken of me are owned by ATP, USTA, PIM, MP and The City of Delray Beach. If I should receive any copy thereof, I shall not authorize its use by anyone else. I hereby waive all my rights to inspect and approve the finished product and materials, their use or such visual, written or audio copy as may be used in connection therewith.

LIABILITY RELEASE & WAIVER: Acceptance of my entry in these events is without assumption or responsibility of any kind by the Released Parties, the ATP, USTA Sectional Associations, USTA Junior Competition Committee, PIM, MP, the City of Delray Beach, host facilities or the management of any event in which I may be entered or may participate. In consideration of the acceptance of my entry, I do hereby for and on behalf of myself, my heirs, executors, administrators, next of kin, successors, agents, assigns, personal and legal representatives, and anyone else who might claim on my behalf, indemnify, hold harmless, release and forever discharge the Released parties, their officers, committees, and representatives and their successors and assigns, of and from any and all claims, demands, costs and damages, losses or injuries, including, without limitation, the risks of contracting a communicable disease or illness (including, but not limited to, the disease designated as COVID-19 or the related virus designated SARS-CoV-2, or the exposure to any other bacteria, virus or other pathogen capable of causing a communication disease or illness), which may be suffered or sustained by me in connection with my activities during the period for which such permission is granted and any period traveling to and from the events described, and all claims are hereby waived and released, and I covenant not to sue therefore. Such waiver and release shall apply to any liability caused in whole or in part by the negligence of the Released Parties in connection with my entry or participation in the events.

MEDICAL RELEASE: I hereby consent to the rendering of emergency first aid and other medical procedures that at the time of injury or illness seem reasonably advisable. I further understand that I will be responsible for payment of any such medical procedures. In consideration of the acceptance of my entry, I hereby agree to abide by all applicable rules and regulations and codes of the ATP, USTA, MP, PIM and/or the same as may be adopted by the ATP, USTA, MP, PIM for the above events, and hereby consent to be tested for drugs pursuant to the provisions thereof.

SAFETY: I hereby acknowledge that although the ATP, USTA, MP, PIM and has implemented enhanced safety measures and precautions, an inherent risk of exposure to COVID-19 and other communicable disease or illness (including exposure to bacteria, virus, or other pathogen capable of causing a communicable disease or illness) exists in any public space. I agree that I shall at all times follow CDC guidelines and comply with all event protocols while I am at the [2021 Delray Beach Open by VITACOST.com](https://www.vitacost.com)

I have read and have understood this Release & Waiver. I understand by signing this Release, I have given up substantial rights. I have voluntarily signed this Release & Wavier. I am at least 18 years of age and I am competent to contract in my own name. I have read this Release & Waiver before signing below, and I fully understand the contents, meanings and impact of this Release and Waiver.----

IN CONSIDERATION OF my child/ward being allowed to Name of Minor Child/Ward participate in any of the above related events and activities hosted by [Players International Management, Inc.](#), the undersigned acknowledges, appreciates, and agrees that: The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

1. FOR MYSELF, SPOUSE, CHILD, FAMILY MEMBERS AND GUESTS, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES or others, and assume full responsibility for my child's participation; and,
2. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
3. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS [Match Point, Inc.](#), [Players International Management, Inc.](#); its directors, officers, officials, agents, employees, volunteers, the USTA, City of Delray Beach, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I, FOR MYSELF, MY SPOUSE, AND/OR CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name _____ Signature: _____

Name of Participant if Child/Ward: _____ Name of Participants if Adult (over 18) _____

Name of Parent/Guardian (if participant is 18 or under): _____ Parent/Guardian Signature: _____

Date Signed: _____

UNDERSTANDING OR RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

Name _____ Signature: _____

Name of Child/Ward: _____ Signature of Child/Ward: _____

Date Signed: _____

As of 12.20.20