



MSP Family Tennis

Name(s) of users:

If under 18 yrs, please provide age:

Print Name and address of parent(s) or legal guardian(s):

Email: _____

Email: _____

THIS WAIVER AND RELEASE is executed by or on behalf of the undersigned (“Participant”) in favor of Montessori Early School, Incorporated (“School”), and its affiliates, subsidiaries, directors, officers, employees, agents, contractors, successors and assigns (collectively refer to as “Releases”). IN CONSIDERATION of being permitted to enter upon and use the tennis courts located upon the School’s property, the undersigned acknowledges, agrees and represents as follows:

RELEASE AND COVENANT NOT TO SUE. Participant releases, waives, discharges and covenants not to sue Releasees from or for all liability to Participant and Participant’s personal representatives, assigns, heirs, next of kin, parents and guardians for any and all loss or damage, and any claim or demands for the same on account of injury to the person to property of Participant or resulting in death of the Participant, while the Participant uses the School’s tennis courts, and covenants not to sue Releasees for anything related thereto.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that Participant may be engaging in activities that could result in serious bodily injury, death, or property damage, and that Participant’s participation is entirely voluntary. Participant voluntarily assumes full responsibility for all risk of bodily injury, death or property damage to Participant due to the negligence of Releasees, or otherwise, while Participant is on the School’s property and while participating in any way in any activities at the School. Participant also agrees that Participant is solely responsible for any loss or damage, including property damage, physical injury or death, that Participant may sustain while on the School’s property, and that Participant by this

agreement is relieving Releasees of any and all liability for such loss, damage, injury or death.

INDEMNIFICATION. Participant agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or cost Participant might incur due to Participant's presence at and/or participation of activities at the School's property, whether caused by the negligence of the Releasees or otherwise. Participant further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad as inclusive as is permitting by the law of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant has read and voluntarily signs this release, waiver of liability, indemnity agreement and covenant not to sue with full knowledge of the nature and extent of the inherent risks, and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

DATED this _____ day of _____, 20_____.

PARTICIPANT(S) SIGNATURE(S) **X** _____ **X**

WITNESS SIGNATURE **X** _____

PRINT NAME _____