

Participant's name:

PACIFIC BEACH TENNIS CLUB

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of being permitted to participate in any way in racquet sport or other activities put on, operated, or sponsored by Pacific Beach Tennis Club including, but not limited to, any activity at the property commonly known as Mission Bay Athletic Area (McEvoy Fields), located at 2639 Grand Avenue, San Diego, CA 92109 (collectively the "Activity"), I, for myself, my heirs, personal representatives or assigns, **covenant not to sue and hereby release, waive, discharge Pacific Beach Tennis Club**, its officers, employees, and agents from liability from any and all claims including the negligence of Pacific Beach Tennis Club its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Signature of Parent/Guardian
of Minor

Date

Signature of Participant

Date

Assumption of Risk: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that McEvoy Fields, where Pacific Beach Tennis Club is located is adjacent to both golf and baseball facilities such that golf balls, baseballs and other objects from the adjacent facilities pose a hazard to me and present a risk of minor injuries, major injuries, or catastrophic injuries.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: In addition, I agree to **indemnify and hold Pacific Beach Tennis Club harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse Pacific Beach Tennis Club for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian
of Minor

Date

Signature of Participant

Date

Participant's name: