

**WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION,
ASSUMPTION OF RISK, CONSENT AND PUBLICITY RELEASE**

**ATTENTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
READ CAREFULLY BEFORE SIGNING.**

In consideration of being allowed to participate in one or more event(s) and any related activities during the 2023 calendar year (“**USTA Event**” or “**USTA Events**”) hosted, sanctioned, supervised and/or sponsored by the USTA TEXAS, a Texas nonprofit corporation (“**USTA Texas**”), and other good, valuable and sufficient consideration, I (participant name) _____ (“**I**” or “**me**”) execute this Waiver and Release of Liability, Assumption of Risk and Publicity Release (this “**Agreement**”), and understand and agree to the following:

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, I UNDERSTAND AND AGREE THAT EACH WAIVER, RELEASE AND INDEMNITY IN THIS AGREEMENT APPLIES TO EVERY CLAIM (DEFINED BELOW) ARISING OUT OF OR RELATING TO THE USTA EVENTS, REGARDLESS OF THE NATURE OF SUCH CLAIM, AND EVEN IF SUCH CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR STRICT LIABILITY OF ONE OR MORE OF THE USTA TX PARTIES.

WAIVER, RELEASE AND INDEMNITY

I hereby waive and release, hold harmless, and forever discharge USTA Texas, Event Host (defined below) and their respective affiliates, subsidiaries, officers, directors, members, representatives, agents, sponsors, contractors and employees, along with USTA Texas volunteers and officials engaged in the USTA Events (**collectively, "USTA TX Parties"**), from any and all liability, claims, demands, actions, and causes of action of any nature (each, a “**Claim**”) arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or any property belonging to me in connection with the USTA Events. I also agree to defend, indemnify, and hold harmless the USTA TX Parties from any and all third-party Claims caused in whole or in part by my actions or inactions. My obligation to defend, indemnify and hold harmless the USTA TX Parties shall include the payment of reasonable attorney’s fees and court costs incurred for the defense of the USTA TX Parties or any one of them.

ASSUMPTION OF RISK

I acknowledge that participation in any USTA Event has inherent and sometimes unavoidable risks, may involve potentially hazardous activity, and may result in serious injury including without limitation sprains, broken bones, paralysis, heart attack and even death, and I hereby assume any and all risks (whether or not expressly addressed herein) associated with my attendance, involvement or participation in or at any USTA Event. I acknowledge that I am solely responsible for determining whether I am healthy, physically fit and skilled enough to participate in a USTA Event, and whether the scope of my participation is appropriate for my health, fitness and skill level. I acknowledge that none of the USTA TX Parties have any knowledge of or obligation to investigate my health, fitness level, and skill level before or after my participation at or in the USTA Events.

CONSENT TO MEDICAL TREATMENT

I consent to and authorize the USTA TX Parties to secure medical treatment on my behalf (including first aid, CPR, emergency transportation, and sharing of medical information with medical personnel and emergency contacts), if any such USTA Party determines in his/her/its sole and absolute discretion that such medical treatment or transportation is appropriate; provided that no USTA Party will have any

obligation or duty to secure treatment or transportation. I agree to pay, and assume full responsibility for payment of, all costs incurred in connection with and as a result of such medical treatment. This Agreement extends to any Claims arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

PUBLICITY WAIVER AND RELEASE

I authorize pictures, videos and/or voice recordings (“**Images**”) to be taken of me at USTA Events by, or on behalf of, USTA Texas and any individual, entity or group hosting a USTA Event (“**Event Host**”), and authorize the USTA TX Parties to use, publish, publicize and/or display any Images in any forum, and to provide any Images to others to use, publish, publicize and/or display in any forum, without notice or compensation to me whatsoever. I hereby waive and release any Claim against the USTA TX Parties relating to the Images or the use, publicity or display of the Images.

BINDING EFFECT; GOVERNING LAW

This Agreement is binding on myself, my heirs, assigns, and personal representatives, and is to be construed in accordance with the laws of the State of Texas.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, FULLY UNDERSTAND THAT IT APPLIES TO ANY USTA EVENT HELD DURING THE 2022 CALENDAR YEAR, AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if the affected provision had not been included in order to effectuate my intent as reflected in this Agreement.

Participant Name (Print/Type) _____ Date _____
Participant Signature _____

EMERGENCY CONTACT:

Name _____ Phone _____ Relationship _____
Name _____ Phone _____ Relationship _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18, PLEASE SEE NEXT PAGE. FOR PARTICIPANTS UNDER THE AGE OF 18:

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, I UNDERSTAND AND AGREE THAT EACH WAIVER, RELEASE AND INDEMNITY IN THIS AGREEMENT APPLIES TO EVERY CLAIM ARISING OUT OF OR RELATING TO THE USTA EVENTS, REGARDLESS OF THE NATURE OF SUCH CLAIM, AND EVEN IF SUCH CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR STRICT LIABILITY OF ONE OR MORE OF THE USTA TX PARTIES.

I, _____, am the parent or legal guardian with legal responsibility for _____ (“**Participant**”), and acknowledge that I have read and understand this

Agreement, agree to (for myself and on behalf Participant) each and every term contained in this Agreement, including but not limited to the assumption of risk and consent to medical treatment. I consent and agree to Participant's attendance, involvement and participation at and in the USTA Events, and consent and agree to (for myself and on behalf Participant) the waivers and releases of claims against the USTA TX Parties, and obligation to indemnify all the USTA TX Parties, as provided above. I (for myself and on behalf Participant and our respective heirs, assigns, personal representatives and next of kin) release and waive all claims against the USTA TX Parties, and agree to indemnify and hold the USTA TX Parties harmless from, any and all claims and liabilities incident to Participant's attendance, involvement or participation at or in USTA Events as provided above.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, FULLY UNDERSTAND THAT IT APPLIES TO ANY USTA EVENT HELD DURING THE 2022 CALENDAR YEAR, AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, FOR MYSELF AND FOR THE PARTICIPANT, BY SIGNING THIS AGREEMENT. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if the affected provision had not been included in order to effectuate my intent as reflected in this Agreement.

Parent/Guardian Name (Print/Type) _____ Date _____
Parent/Guardian Signature _____

EMERGENCY CONTACT:

Name _____ Phone _____ Relationship _____
Name _____ Phone _____ Relationship _____