

Cleveland



Monday-
Thursday

Two sessions per day:
10 am-12pm
1 pm-3pm

June 5th-July 27th

Learn and improve tennis fundamentals
Practice strokes and play games

Summer Tennis Program

Who: Boys and Girls ages 8-17 will learn from experienced tennis instructors. Participants will receive a participation medal and a water bottle.

What: A summer-long drop in program for youth looking to learn or develop fundamental tennis skills.

Where: 10 different City of Cleveland Courts: **Archmere, Frederick Douglass, Gunning Park, Harmody, Humphrey Park, Impett, Jefferson, Luke Easter Park, Rockefeller Park and Warsaw Park.**

How: Registration is free. Parents must complete both sides of this form, to be turned in to instructors at the court of your choice, or your nearest recreation center. Wear athletic shoes and hat.

More info: To learn more, contact Tasha Fairley, (216) 658-1360 ext. 209
tasha@neighborhoodleadership.org.

Return this form—completed on both sides—to your rec center or tennis instructor at your first session.

First name: _____ Last name: _____

Address: _____

Court Choice: _____ Time: 10 am-12 pm 1-3 pm

Birthdate: _____ Phone: _____

Emergency contact name: _____

Emergency contact phone number: _____

Parent/Guardian signature: _____

Email: _____

—Over—



2023 Summer Tennis Program Accident Waiver and Release of Liability

Either as the player ("Player") or the parent or guardian of the Player, the individual(s) who sign this Waiver and Release understand that no Registration Form and no Player will be considered or accepted to participate in any of these activities at the 2023 Summer Tennis Program ("Events") unless this Waiver and Release is signed.

THE INDIVIDUAL(S) WHO SIGN BELOW ACKNOWLEDGE THAT AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS BY PARTICIPATION IN THE EVENTS AND IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. BY PARTICIPATING IN THE EVENTS, THE INDIVIDUAL(S) WHO SIGN BELOW VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19 AND AGREE NOT TO HOLD THE PARTIES, AS DEFINED BELOW, LIABLE FOR ANY ILLNESS OR INJURY.

In consideration of Player participating in the Events, the individual(s) who sign below acknowledge and agree to the following:

1. Player has not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
2. Player has not, nor any member(s) of Player's household, traveled by sea or by air, internationally within the past 30 days.
3. Player did not, nor any member of Player's household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.
4. Player has not been, nor any member(s) of Player's household, diagnosed to be infected of COVID-19 virus within the last 30 days.

In return for being considered for acceptance to participate in any of these Events, the individual(s) who sign below ASSUME ALL OF THE RISKS WITHOUT QUALIFICATION, INCLUDING EXPOSURE TO AND CONTRACTION OF COVID-19, OF PARTICIPATING IN ANY OF THE EVENTS AND ANY OF THE ACTIVITIES ASSOCIATED WITH THE EVENTS. That includes any risks that may arise from COVID-19, the locations of the Events, the physical contact in and physical demands of participating in the Events, the acts of other players, the conditions of any surface on which the games are played, other participants in the Events, those watching or attending the Events, the clothes or equipment of the individual(s) who sign below, negligence or carelessness on the part of the Parties, as that term is defined below, dangerous or defective equipment or property owned, maintained, or controlled by the Parties.

To induce the Parties to consider the Player for whom this Accident and Waiver is provided, the individual(s) who sign below certify that: (a) the Player is physically fit, has sufficiently prepared or trained for participation in the Events, and has not been advised by a qualified medical professional against participating in any of the Events; and (b) there are no health-related reasons or problems which preclude the Player's participation in any of the Events. The individual(s) who sign below understand that this certification is very important to the Parties and that the Parties are relying on the certification in considering the Player's Registration.

In consideration of the Parties considering and/or accepting the Registration or participation of the Player for whom this Waiver and Release is provided, the individual(s) who sign below:

1. Waive, release and discharge from any and all liability, including but not limited to, liability arising from the negligence or fault of the Parties for the contraction of COVID-19, death, disability, or personal injury of the Player, property damage, property theft, or actions of any kind which may hereafter occur to the Player including the Player traveling to and from the Events. The term "Parties" shall include the Neighborhood Leadership Institute, Schools as Neighborhood Resources and/or their directors, trustees, officers, employees, volunteers, representatives, and agents, and the holders, sponsors and organizers of the Events.
2. Will indemnify, hold harmless and promise not to sue the Parties from and for any and all liabilities or claims made as a result of contraction of COVID-19, participation of the Player in the Events, whether caused by negligence or otherwise.

The individual(s) who sign below acknowledge that (a) this Waiver and Release will be used by and relied upon by the Parties and will govern the Player's actions and responsibilities at the Events; (b) will bind the heirs and legal representatives of the individual(s) who sign below; (c) the Parties are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting the Events or any aspect or portion of the Events; (d) the Events may involve a test of the Player's physical and mental limits and carries with them the potential for death, serious injury, and property loss; and (e) the risks of participation in the Events include, among others, those caused by facilities, condition of participants, equipment, lack of hydration, and actions of other people including, among others, participants, volunteers, spectators, officials, monitors, and/or producers of the Events.

The individual(s) who sign below: (a) consent to the Player receiving medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Events; (b) in the event of a medical emergency, will be financially responsible for any necessary treatment (medical and/or hospitalization) by a physician, hospital, or medical facility selected by the Parties as well as financially responsible for any transportation to that facility; and (c) authorize transportation to the such facility.

The individual(s) who sign below give permission for the Player to be photographed, videotaped, recorded aurally, or recorded in any other similar way during this event so that the Parties may use these photographs, videotapes, recordings, etc. on and in marketing materials and publications including, among others, websites, You Tube, Instagram, the internet, social media internet sites, public relations materials, fundraising materials, operations materials, newspaper articles, newsletter publications or other publicity material without any need for compensation.

No officer, director, trustee, governor, faculty, instructor, employee, volunteer, representative or agent (individually "Party in Interest") of the Parties will be liable to the Player and the individual(s) who sign below in connection with the Events. With respect to any liability of the Parties in connection with the Events, the Player and the individual(s) who sign below agree that they shall not: (a) name any Party in Interest in any lawsuit; (b) seek or be entitled to any personal judgment against any Party in Interest; or (c) have any right to levy execution against any property or assets of any kind of any Party in Interest. No Party in Interest will be liable for any deficiency in connection with any judgment by the Player and the individual(s) who sign below against the Parties with respect to or in connection with any liability of the Parties in connection with the Events.

This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE INDIVIDUAL(S) WHO SIGN BELOW CERTIFY THAT THE INDIVIDUAL(S) HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT, ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND SIGN IT OF THEIR OWN FREE WILL.

Participant's Signature

Date

Participant's Name
(Please print legibly)

Age

Parent/Guardian Signature
(If under 18 years old.)

Date

Parent/Guardian's Name
(Please print legibly)