

Ignite Tennis Academy Liability Waiver

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Ignite Tennis Academy (“the Academy”) has put in place preventative measures to reduce the spread of COVID-19; however, the Academy cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Academy could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Academy and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Academy may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Academy employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Academy or participation in Academy programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Academy, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Academy, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Academy program.

Parent Name:

Phone Number:

Student Names:

Signature:

Date:

Emergency Contact Name:

Emergency Contact Phone Number:

We at Ignite Tennis Academy recognize our obligation to make our players and their parents aware of the risks and hazards associated with the sport of tennis. By attending class, whether as a free trial lesson, a registered player, a drop-in participant, or spectator, parents and players agree to the following: I fully understand, and agree to make my child(ren) aware, that tennis can be a dangerous sport, and that players may suffer injuries- possibly minor, serious or catastrophic in nature, with injuries including but not limited to dental injuries, medical injuries, such as twisted ankles, wrist injuries, concussions, and even death. With this information in mind, and being fully aware of the risks and possibilities of injury or death involved, I consent, and consent on behalf of my child(ren), to participate in the programs offered by Ignite Tennis Academy. I, my executors or other representatives, waive and release all rights and claims for damages that I or my child(ren) may have against Ignite Tennis Academy and/ or its representatives, whether paid, elected or volunteer, including Ignite Tennis Academy, its owners, coaches, other staff members, volunteers, elected officials or other representatives of the cities of Burlingame, San Mateo, Millbrae, San Bruno, Foster City, Hillsborough, Palo Alto and East Palo Alto for injuries sustained by any student or spectator, before, during or after tennis activities. I also affirm that I now have and will continue to provide proper hospitalization, health, accident, dental and vision insurance coverage which I consider adequate for my child(ren)'s protection and my own protection. I also understand that it is the parent's responsibility to warn the child(ren) about the dangers of tennis and injury. Parents should warn child(ren) to the degree that they feel is appropriate. Ignite Tennis Academy will warn players through basic safety messages, and through our USTA-recommended coaching style.

I understand that the most important responsibility of a Coach is the physical and emotional well-being of players. I understand that at Ignite Tennis Academy, we follow the CDC recommended concussion protocol of "When in doubt, sit them out". The athlete's parents will be informed about the possible concussion and should monitor the athlete for signs and symptoms that appear or get worse. This is important, as concussion signs and symptoms may not be noticeable or show up for hours or days following the injury. Return to play decision can only be made by a healthcare professional- not a player, coach or parent. (Information provided by CDC.) I understand that if signs of mild concussion occur in a player- any forceful bump, blow, fall or hit to the torso or head that causes rapid movement of the head- that player will necessarily need to sit out for the remainder of class, a parent will be called immediately, and the player can resume practice the next week only after a rest and recovery period, with a healthcare professional's note that specifies the player can resume sports activities. (Information provided by CDC.) I understand that if signs of serious concussion occur (ringing in the ears, headache, confusion, dizziness, slurred speech, blurry vision, nausea, vomiting, loss of consciousness), 911 and a parent will be called immediately. (CDC and Mayo Clinic) Refunds or credits will be applied accordingly.

I understand that Ignite Tennis Academy staff members are not physicians or medical practitioners of any kind. With this in mind, I hereby release the Ignite Tennis Academy staff to render first aid as deemed necessary in the event of any injury or illness, including the calling of an ambulance should the Ignite Tennis Academy staff or volunteers deem this necessary.

I authorize Ignite Tennis Academy to use any image of me and/ or my child(ren) for the sole purpose of promotion and/ or advertisement for the program.

Name:

Signature:

Date: