

## Member Assumption of the Risk, Liability Release, and Indemnity Agreement

I, \_\_\_\_\_ (print full name), in consideration of being permitted to use the facilities of The Granville Tennis Club ("GTC") and participate in any way in GTC activities, do for myself, my personal representatives, assigns, heirs, and next of kin hereby:

1. ACKNOWLEDGE that I understand the nature of tennis activities and that I am qualified, in good health and in proper physical condition to participate in those activities.
2. AGREE to carefully inspect and satisfy for myself that the conditions for activities are safe and that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity or use of the Club facilities or equipment.
3. FULLY UNDERSTAND that the playing of tennis and the use of GTC's services, equipment and facilities involves RISKS OF PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO SCRAPES, BROKEN BONES, CONCUSSION, PERMANENT DISABILITY, PARALYSIS AND DEATH, which may be caused by my own actions or inactions, the actions or inactions of others participating in GTC activities, the conditions in which the activities are taking place, or the NEGLIGENCE of GTC, its officers, directors, coaches, employees, agents, and/or landlord ("Releasees") and I DO RECOGNIZE AND ASSUME THAT RISK, whether foreseeable or not reasonably foreseeable.
4. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from all past, present or future liability, claims, demands, losses or damages, which may arise out from participation in activities at GTC, WHETHER OR NOT ARISING AS A RESULT OF NEGLIGENCE on the part of any of the Releasees.
5. INDEMNIFY each of the Releasees from any litigation expenses, attorney's fees, loss, liability damage or cost which any may incur as the result of any such claim.
6. AGREE that this document is intended to be as broad and inclusive as permitted by Ohio law. If any portion of this Agreement is determined invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of this Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

Printed Name of Member (*only if 18 or over*): \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Minor Child Assumption of Risk, Liability Release, and Indemnity Agreement

This is to certify that I am the parent or legal guardian of \_\_\_\_\_, a minor child under the age of eighteen years, and I ACKNOWLEDGE THAT THE MINOR WILL BE ENGAGED IN ACTIVITIES THAT INVOLVE RISK OF INJURY TO PERSON OR PROPERTY at The Granville Tennis Club ("GTC"), including but not limited to SCRAPES, BROKEN BONES, CONCUSSION, PERMANENT DISABILITY, PARALYSIS AND DEATH, AND THAT I DO RECOGNIZE AND ASSUME THAT RISK, WHETHER FORESEEABLE OR NOT REASONABLY FORESEEABLE, on behalf of the minor, and consent on behalf of the minor to his/her participation in activities and instruction at GTC. For myself and on behalf of the minor and his/her legal representatives, I HEREBY RELEASE GTC, its officers, directors, coaches, employees, agents, representatives, and landlord ("Releasees") from all past, present or future liability, claims, demands, losses or damages, which may arise out of the minor's involvement or participation in the programs at GTC, WHETHER OR NOT ARISING AS A RESULT OF NEGLIGENCE on the part of the Releasees. I WILL INDEMNIFY each of the Releasees from litigation expenses, attorney's fees, loss, liability damage or cost as the result of any such claim.

Printed Name of Parent/Guardian: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (*only if member is under 18*): \_\_\_\_\_ Date: \_\_\_\_\_