

WAIVER AND RELEASE FROM LIABILITY

ADULTS

ACTIVITY: TENNIS

Hopewell Tennis and Swim Center, 111 Titus Mill Rd, Pennington NJ 08534

I, _____ (hereinafter referred to as "GUEST")
HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Firefly Clubs Inc, DBA Hopewell Tennis and Swim Center (hereinafter referred to as "CLUB") and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in any events or activities conducted by, on the premises of, or for the benefit of the CLUB.

Assumption of Risk: I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to tripping and falling, abrasions, cuts, and contusions, sprained ankles and wrists, broken wrists, eye injuries, dehydration, heat rash, heat exhaustion, sliding, slipping, bumps, bruises, dislocations, broken bones, pulled muscles, fatigue, sunburn, death. I have been given the chance to ask questions concerning the Activity and this form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect that I will voluntarily participate in the Activity. I voluntarily assume full responsibility for all such risks of injury, disability, death or loss or damage to property, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.

Liability Release: In consideration for the CLUB allowing me to participate in the Activity, I agree I will not sue the CLUB and I release the CLUB from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted.

Indemnification: I agree to indemnify and hold harmless the CLUB from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the CLUB may incur arising from my involvement in the Activity.

Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow full participation in the Activity. I maintain medical insurance that covers me for accidents and illnesses while participating in this Activity and while on the CLUB premises. I understand the CLUB has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and be on the premises, and the CLUB is relying on this warranty of physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of participating in the Activity.

Emergency Medical Treatment. I grant the CLUB permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the CLUB shall be subject to the terms of this Agreement. I understand and agree that the CLUB assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

(Guest Printed Full Name)

(Guest Birthday)

(Guest Signature)

(Date)