

**THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT**

Events: Indoor Tennis at Elmira College
Date of Event: Indoor Seasons as determined by the College
Locations of Event: Murray Athletic Center

IN CONSIDERATION of being permitted to participate in any way in the EVENTS, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Elmira College and GETA (Greater Elmira Tennis Association) and all of their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve the risk of exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH (M/D/YYYY): _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release. I fully consent to and voluntarily authorize the Minor to execute said Release (or, if applicable, have voluntarily executed said Release on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: _____ DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____