**San Antonio Tennis Academy
WAIVER & RELEASE**

WHEREAS, the undersigned has applied to participate in tennis instructional clinics sponsored by San Antonio Tennis Academy dba San Antonio Tennis Academy (“SATA”) and

WHEREAS, SATA has made arrangements with the manager(s)/custodian(s) of the facility or facilities upon which the clinics will be conducted (“Managers”) and may employ assistants (“Employees”) to help conduct the clinics; and

WHEREAS, SATA has committed to the Managers and the Employees that they will be protected against claims by clinic participants for damages related to participation in the clinic activities, and SATA itself requires such protection; and

WHEREAS, the undersigned acknowledges that participation in the clinics may be hazardous in general, can involve strenuous exercise, and that serious accidents sometimes occur in such activities; and

WHEREAS, the undersigned acknowledges arrangements made with SATA employee’s permitting transportation to clinic activities, and tennis tournaments around the state. SATA employees will be protected against any claims by clinic/tournament participants against damages related to the participation or transport of participants, and SATA requires such protection.

NOW, THEREFORE, in consideration for SATA’s acceptance of the undersigned’s application and agreement that the undersigned applicant may participate in the clinics, the undersigned do/does hereby agree as follows:

1.  The undersigned applicant will be engaging in the clinic activities and use of the facilities at his/her own risk and does hereby irrevocably assume the risk of any injury, illness and/or damage directly or indirectly related to participation in the clinics, in its entirety, regardless of the cause.

 2.  The undersigned (on behalf of him/herself and all of his/her representatives, heirs, executors, administrators, agents and assigns) do/does hereby waive, release, remise and forever discharge, indemnify and agree to hold harmless all Manager(s) (and their employers, officers, employees and agents), SATA (and all shareholders, officers, instructors, staff, faculty, and agents of SATA, and the Employees (all of the foregoing being collectively hereinafter referred to as "Released Parties") from any and all liability, claims, demands, penalties, fines, causes of action or other proceedings and all costs and expenses (including attorneys' fees) of whatever kind or nature, either in law or in equity and whether now in existence or hereafter arising, with respect to any loss of or damage to personal property, personal injury, illness, or death of the undersigned, arising out of, resulting from, caused by, occurring during or in any way connected with, directly or indirectly, participation in the clinics, even if due to negligence, carelessness, or any other act or omission.

3.  The foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by the law of the State of Texas, and if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.

4.  THE UNDERSIGNED DO/DOES ACKNOWLEDGE HIS/HER CAREFUL READING OF THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OF ASSERT A CLAIM AGAINST THE RELEASED PARTIES, OR ANY OF THEM, INCLUDING WITHOUT LIMITATION CLAIMS FOR NEGLIGENCE, OR ANY DEFECTIVE PRODUCT ON IT'S PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESNTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE.

 SIGNATURE OF APPLICANT (IF NOT A MINOR): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME OF APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME OF PARENT IF APPLICANT IS A MINOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARENT IF APPLICANT IS A MINOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_