

## Waiver of Liability and Hold Harmless Agreement

For and in consideration of my participation in any BEST Tennis Academy (BTA) program or activity I do hereby enter the following covenant:

I hereby agree not to sue BTA, their officers, agents, employees, or assignees for any reason arising from my participation in such activity.

This covenant not to sue shall be binding upon myself, my heirs, the administrator or executor of my estate or upon any other acting on behalf of myself or my estate. It is expressly understood that this covenant not to sue is entered into for the purpose of avoiding litigation and is a prerequisite to my participation in such activities. This covenant not to sue shall be a defense to any action or proceeding which I may bring, or which may be brought, instituted, or taken by my heirs, the executors or administrators or my estate, or any others on my behalf of my estate, against any of the parties listed in the first portion of this document.

I expressly assume all risks and hazards associated with the activities and assume all responsibility, including but not limited to financial responsibility, for any injury, including death, that I may receive while in, or upon the premises where the activities are being conducted.

This covenant not to sue covers, but is not limited to acts of negligence, either by commission or omission of any type, kind or nature whatsoever.

I hereby state that I am under no disability to contract and have read and understand this covenant not to sue and have entered into it voluntarily.

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Signature of Parent/Guardian

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Date