

Release of Liability and Assumption of Risk

Please Read Carefully Before tapping next/"I agree".

In consideration of being allowed to participate in beach tennis classes offered by US Beach Tennis, I, the undersigned, agree as follows:

1. **Assumption of Risk:** I understand and acknowledge that beach tennis involves inherent risks of injury, including, but not limited to, sprains, strains, bruises, heat stroke, dehydration, and other physical harm.
2. **Release of Liability:** I, for myself, my heirs, executors, and assigns, hereby release and forever discharge US Beach Tennis, its owners, employees, agents, instructors, and volunteers (collectively, the "Releases") from any and all liability, claims, demands, losses, or damages arising out of or in any way connected with my participation in beach tennis classes offered by US Beach Tennis, including any injuries or death sustained by me.
3. **Indemnification Clause:** I agree to indemnify and hold harmless US Beach Tennis, its owners, employees, agents, instructors, and volunteers from any claims, actions, or liabilities arising out of my participation in beach tennis activities, including legal fees and expenses.
4. **Medical Conditions:** I acknowledge my responsibility to disclose any pre-existing medical conditions that may be affected by participation in beach tennis classes. I further acknowledge that I have consulted with a physician regarding my fitness to participate in such activities and have been cleared to do so.
5. **Medical Treatment:** I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during participation in beach tennis classes offered by US Beach Tennis. US Beach Tennis does not assume any responsibility for the cost of such treatment.
6. **Following Instructions:** I agree to abide by all safety rules and instructions provided by US Beach Tennis instructors and staff.
7. **Right to Refuse Service:** US Beach Tennis reserves the right to refuse service to any individual at any time.
8. **Image License/Copyright Permission:** I understand that I may be photographed or filmed during beach tennis classes offered by US Beach Tennis. I grant US Beach Tennis a non-exclusive, royalty-free license to use my photograph or video likeness for promotional purposes only, such as on their website or social media platforms. I have the right to opt out of having my image used by notifying US Beach Tennis in writing.
9. **Park Liability Disclaimer:** I understand and agree that Quiet Waters Park, its owners, staff, and affiliates are not responsible for any injuries, accidents, damages, or liabilities that may occur during my participation in beach tennis classes conducted by US Beach Tennis.

10. **Governing Law and Jurisdiction:** This agreement shall be governed by the laws of the State of Florida, and any disputes shall be resolved in a court of competent jurisdiction in Florida.
11. **Severability Clause:** If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Acknowledgment of Voluntary Participation:** I acknowledge that my participation in beach tennis activities is entirely voluntary and that I have had the opportunity to ask questions about this agreement before signing.

This 'Release of Liability and Assumption of Risk' shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document, understand its content, and confirm that by tapping 'accept'/'next,' I fully agree to the terms and conditions above (including on behalf of my son/daughter under the age of 18).