

SHERWOOD HIGH PERFORMANCE TENNIS LLC

LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE OF CLAIMS, INDEMNIFICATION, MEDICAL DISCLOSURE, EMERGENCY AUTHORIZATION & MEDIA RELEASE

175 Whitney Woods Circle | Georgetown, Texas 78633

PARTICIPANT INFORMATION

Participant/Student Name: _____

Date of Birth: _____ Age: _____

Address: _____

City/State/ZIP: _____

Parent/Legal Guardian #1: _____

Parent/Legal Guardian #2: _____

Primary Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

1. AGREEMENT AND PARTIES RELEASED

In consideration for being permitted to participate in tennis instruction, training, physical conditioning, camps, clinics, tournaments, match play, hitting sessions, fitness activities, demonstrations, online or virtual instruction, video analysis, consulting, parent consulting, educational programs, and any other services or activities offered, arranged, conducted, supervised, sponsored, recommended, or associated with Sherwood High Performance Tennis LLC (collectively, the "Activities"), the undersigned Participant and/or parent(s) or legal guardian(s) enter into this Liability Waiver, Assumption of Risk, Release of Claims, Indemnification, Medical Disclosure, Emergency Authorization and Media Release ("Agreement").

For purposes of this Agreement, the term "Released Parties" means, collectively and individually:

- Sherwood High Performance Tennis LLC;
- John Walter Sherwood ("John Sherwood");
- Michelle Zupancic, individually and as owner of the property located at 175 Whitney Woods Circle, Georgetown, Texas 78633;
- the property and premises located at 175 Whitney Woods Circle, Georgetown, Texas 78633;
- any other property, tennis court, club, facility, residence, school, park, training center, tournament site, fitness facility, or other location at which Activities or services are conducted;
- all owners, landlords, tenants, operators, managers, employees, instructors, coaches, independent contractors, subcontractors, representatives, volunteers, agents, affiliates, successors, assigns, sponsors, vendors, and other persons or entities associated with Sherwood High Performance Tennis LLC or the Activities; and
- the respective owners, operators, employees, agents, and representatives of any property or facility at which Activities occur.

This Agreement applies whether Activities occur at 175 Whitney Woods Circle, another physical location, during travel associated with an Activity, or remotely through video, telephone, online platforms, social media, electronic communications, virtual instruction, video analysis, or consulting services.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand and acknowledge that participation in tennis, athletic training, physical conditioning, and related Activities involves inherent and other risks, both known and unknown, foreseeable and unforeseeable.

- falls, slips, trips, and collisions;
- being struck by tennis balls, rackets, training equipment, fencing, nets, posts, or other objects;
- contact or collision with other participants, coaches, spectators, equipment, structures, or surfaces;
- muscle strains, sprains, fractures, dislocations, cuts, bruises, concussions, head injuries, eye injuries, dental injuries, and other bodily injuries;
- repetitive-use and overuse injuries; aggravation of preexisting conditions; cardiovascular events or other medical emergencies;
- heat exhaustion, heat stroke, dehydration, sun exposure, cold exposure, lightning, storms, insects, animals, uneven or wet surfaces, court defects, equipment failures, and other premises-related hazards;
- risks associated with physical conditioning, running, jumping, stretching, resistance exercises, agility exercises, travel, tournaments, competitive play, camps, clinics, group activities, and the acts or omissions of other participants or third parties.

I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, PROPERTY DAMAGE, DISABILITY, DEATH, OR OTHER LOSS ARISING FROM OR RELATED TO PARTICIPATION IN THE ACTIVITIES, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INHERENT OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

3. EXPRESS RELEASE OF NEGLIGENCE

IMPORTANT - PLEASE READ CAREFULLY

I EXPRESSLY UNDERSTAND AND AGREE THAT THIS AGREEMENT IS INTENDED TO RELEASE THE RELEASED PARTIES FROM LIABILITY FOR THEIR OWN ORDINARY NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SHERWOOD HIGH PERFORMANCE TENNIS LLC, JOHN WALTER SHERWOOD, MICHELLE ZUPANCIC, THE OWNERS OF ANY PROPERTY OR FACILITY USED FOR ACTIVITIES, AND EACH OF THE OTHER RELEASED PARTIES FOR ANY CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE, LOSS, COST, OR LIABILITY ARISING FROM OR RELATED TO PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.

THIS RELEASE EXPRESSLY INCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, INCLUDING NEGLIGENT ACTS OR OMISSIONS RELATING TO INSTRUCTION, COACHING, SUPERVISION, TRAINING, PREMISES, EQUIPMENT, MAINTENANCE, SAFETY PROCEDURES, SELECTION OF ACTIVITIES, OR OTHER SERVICES.

This Agreement is not intended to waive any claim that cannot legally be waived under applicable law.

Participant/Parent Initials acknowledging this section: _____

4. RELEASE REGARDING PROPERTY AND PREMISES

I acknowledge that Activities may occur at the private residence and property located at 175 Whitney Woods Circle, Georgetown, Texas 78633, which is owned by Michelle Zupancic, as well as at other private or public facilities.

I acknowledge that a private residence or other facility may contain risks unrelated to tennis, including walkways, steps, driveways, landscaping, pools or water features if present, animals, vehicles, household or outdoor equipment, uneven terrain, wet surfaces, and other ordinary property conditions.

To the fullest extent permitted by law, I assume the risks associated with entering and using such premises and release Michelle Zupancic and the other Released Parties as provided in this Agreement.

5. MEDICAL CONDITION AND HEALTH DISCLOSURE

The Participant and, when applicable, the Participant's parent(s) or legal guardian(s) agree that it is their responsibility to disclose all known medical, physical, developmental, or other health conditions that could reasonably affect safe participation in the Activities or that an instructor should know in responding to an emergency.

- allergies or severe allergic reactions; asthma or breathing conditions; heart or cardiovascular conditions; seizure disorders; diabetes;
- orthopedic injuries or limitations; prior concussions or significant head injuries; recent surgeries;
- medications relevant to safe participation or emergency treatment; physical restrictions; conditions aggravated by heat or strenuous exercise; and
- any other condition reasonably relevant to safe athletic participation.

Medical Conditions / Restrictions / Allergies

Current Medications Relevant to Participation or Emergency Treatment

If none, write "NONE KNOWN."

I understand that Sherwood High Performance Tennis LLC and its representatives are not medical providers and are entitled to rely upon the information provided by the Participant and/or parent or guardian. I agree to notify Sherwood High Performance Tennis LLC promptly if relevant medical information changes.

Parent/Participant Initials confirming medical disclosure: _____

6. FITNESS TO PARTICIPATE

I represent that the Participant is physically and medically capable of participating in the Activities except for limitations specifically disclosed above. I understand that Sherwood High Performance Tennis LLC, John Sherwood, and their representatives do not provide medical diagnoses or medical clearance. When appropriate because of an injury, illness, medical condition, or other circumstance, I understand that I am responsible for obtaining medical advice or clearance from a qualified healthcare professional before participation or return to participation.

7. EMERGENCY MEDICAL AUTHORIZATION

If the Participant experiences an injury, illness, or medical emergency and a parent or legal guardian cannot immediately be reached, I authorize Sherwood High Performance Tennis LLC, John Sherwood, their representatives, coaches, contractors, or facility personnel to obtain or arrange reasonable emergency medical assistance for the Participant. This may include contacting 911, emergency medical services, physicians, hospitals, or other healthcare providers and arranging emergency transportation when reasonably believed necessary.

I understand that the Released Parties do not undertake a duty to provide medical care. I accept financial responsibility for medical treatment, ambulance transportation, emergency services, hospitalization, or other healthcare expenses incurred on behalf of the Participant.

Parent/Guardian Initials: _____

8. PARENTAL RESPONSIBILITY AND MINOR PARTICIPANTS

If the Participant is under eighteen (18) years of age, each undersigned parent or legal guardian represents that he or she has legal authority to enter into this Agreement concerning the minor Participant. Each undersigned parent or guardian acknowledges the risks described in this Agreement and consents to the minor Participant's participation.

To the fullest extent permitted by applicable law, each undersigned parent or guardian individually releases his or her own claims, including derivative claims, arising from or relating to the minor Participant's participation in the Activities. Nothing in this Agreement is intended to waive a minor's rights to the extent such rights cannot legally be waived by a parent or guardian under Texas law.

9. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the undersigned adult Participant or parent/legal guardian agrees to indemnify, defend, and hold harmless the Released Parties from claims, liabilities, damages, judgments, costs, or expenses, including reasonable attorneys' fees, arising from: (1) the undersigned's own acts or omissions; (2) the Participant's acts or omissions; (3) a breach of any representation or obligation contained in this Agreement; or (4) claims brought by or through the undersigned to the extent the claim has been validly released under this Agreement. This provision shall be enforced only to the extent permitted by applicable Texas law.

10. VIRTUAL LESSONS, VIDEO ANALYSIS AND CONSULTING

I understand that Sherwood High Performance Tennis LLC and John Sherwood may provide remote services including virtual tennis instruction, video analysis, telephone consultations, online lessons, training recommendations, strategy discussions, parent consultations, and other educational or advisory services.

I acknowledge that during remote instruction the instructor cannot physically inspect the Participant, the Participant's surroundings, playing surface, equipment, or physical condition. The Participant and/or parent or guardian is responsible for ensuring a safe and appropriate area, safe equipment, physical capability, and appropriate adult supervision of a minor when necessary. Participation in physical exercises or drills demonstrated or recommended remotely is voluntary and undertaken at the Participant's own risk.

11. PHOTO, VIDEO, AUDIO AND MEDIA RELEASE

I understand that photographs, video recordings, audio recordings, interviews, testimonials, training footage, match footage, or other images or recordings of the Participant may be created during Activities.

I hereby authorize Sherwood High Performance Tennis LLC and John Walter Sherwood to photograph, film, record, reproduce, edit, publish, display, distribute, and otherwise use the Participant's name, image, likeness, voice, athletic performance, photographs, video, and/or audio for legitimate business and promotional purposes, including websites, social media, digital and print advertising, promotional materials, instructional and educational materials, demonstrations, presentations, newsletters, brochures, videos, online tennis instruction, coaching and training materials, and other marketing or promotional communications.

I understand that such material may be accessible to the general public and may remain available online after its original publication. I understand that I will not receive compensation or royalties for authorized uses. I release Sherwood High Performance Tennis LLC, John Walter Sherwood, and their authorized representatives from claims arising from authorized use of the Participant's image, likeness, voice, photograph, or recording, except to the extent prohibited by law.

MEDIA AUTHORIZATION - Please select one

☐ YES - I AUTHORIZE the use of the Participant's image, likeness, video, audio, and photographs as described above.

☐ NO - I DO NOT AUTHORIZE promotional or marketing use of the Participant's identifiable image, likeness, video, audio, or photographs.

A decision not to authorize promotional media use will not, by itself, prevent the Participant from participating in tennis instruction or training.

Parent/Guardian Initials: _____

12. PERSONAL PROPERTY

The Participant is responsible for personal property brought to any Activity, including rackets, equipment, clothing, phones, electronic devices, jewelry, bags, and vehicles. To the fullest extent permitted by law, the Released Parties are not responsible for loss, theft, or damage to personal property except where liability cannot legally be waived.

13. PARTICIPANT CONDUCT

Participants are expected to follow reasonable safety instructions and rules communicated by coaches, instructors, facility operators, and Sherwood High Performance Tennis LLC. Sherwood High Performance Tennis LLC reserves the right to suspend or terminate participation when it reasonably determines that a Participant's behavior presents a safety concern to the Participant or others.

14. GOVERNING LAW AND VENUE

This Agreement shall be interpreted and enforced under the laws of the State of Texas, without regard to conflict-of-law principles. To the extent legally permissible, any legal proceeding arising from or relating to this Agreement or the Activities shall be brought in a court of competent jurisdiction in Williamson County, Texas.

15. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect. The parties intend the provisions of this Agreement to be severable so that the invalidity or unenforceability of one provision does not invalidate the entire Agreement.

16. CONTINUING EFFECT

Unless revoked or replaced in writing, this Agreement is intended to apply to the Participant's current and future participation in Activities offered by Sherwood High Performance Tennis LLC. The Participant or parent/guardian agrees to provide updated medical and emergency information when material changes occur.

17. ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY.

I UNDERSTAND THAT THIS DOCUMENT CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, EXPRESS RELEASE OF CLAIMS INVOLVING ORDINARY NEGLIGENCE, INDEMNIFICATION PROVISIONS, MEDICAL DISCLOSURE REQUIREMENTS, AND OTHER IMPORTANT LEGAL TERMS.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS FOR MYSELF AND, TO THE EXTENT PERMITTED BY LAW, IN CONNECTION WITH THE PARTICIPANT IDENTIFIED ABOVE.

I SIGN THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITHOUT DURESS OR COERCION.

SIGNATURES FOR MINOR PARTICIPANT

Parent / Legal Guardian #1

Printed Name: _____

Relationship to Participant: _____

Signature: _____

Date: _____

I certify that I have read and agree to this entire Agreement.

Parent / Legal Guardian #2

Printed Name: _____

Relationship to Participant: _____

Signature: _____

Date: _____

I certify that I have read and agree to this entire Agreement.

Minor Participant Acknowledgment

Participant Printed Name: _____

Participant Signature: _____

Date: _____

The minor Participant's signature acknowledges that the Participant has been instructed to follow reasonable safety rules and coaching instructions and understands, at an age-appropriate level, that tennis and athletic training involve risk.

SIGNATURE FOR ADULT PARTICIPANT

If the Participant is eighteen (18) years of age or older:

Printed Name: _____

Signature: _____

Date: _____

Phone: _____ Email: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____

Relationship: _____

Primary Phone: _____

Secondary Phone: _____

Preferred Physician (optional): _____

Physician Phone (optional): _____

Health Insurance Provider (optional): _____

Relevant Emergency Instructions

FINAL ACKNOWLEDGMENT

BY SIGNING ABOVE, I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT, ASK QUESTIONS REGARDING ITS CONTENTS, AND SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING. I UNDERSTAND THAT THIS IS A LEGALLY SIGNIFICANT DOCUMENT AND THAT SHERWOOD HIGH PERFORMANCE TENNIS LLC AND THE OTHER RELEASED PARTIES ARE RELYING UPON IT IN ALLOWING PARTICIPATION IN THE ACTIVITIES.

Important: This form is intended as a strong business-use waiver template and should be reviewed by qualified Texas counsel before implementation, particularly provisions concerning releases involving minors, negligence, indemnification, and electronic/media consent.