



WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF THE RISKS AND PUBLICITY RELEASE

TO BE COMPLETED AND SIGNED BY EVERY MEMBER AND GUEST USING FACILITY

DISCLAIMER: THE CLUB IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF THE CLUB AND ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING, OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT THE CLUB PREMISES.

In consideration of my participation in and the use of the Club’s facilities I hereby release and covenant not to sue the Club, its owners, shareholders, directors, officers, employees, representatives, agents, and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the Club including but not limited to any loss, injury, damage, or liability sustained by me while on or about the premises of the Club.

I am fully aware and understand that the Club does not have on or about the Club premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

I am also fully aware and understand that such losses, injury, disability or death may result from the actions, inactions or negligence on my part, on the part of the Club, on the part of others, the rules of play, or the condition of the Club’s premises and equipment.

I agree that immediately prior to participating in any activity occurring in or about the Club’s facilities I will inspect the facilities and equipment to be used and if any defect is apparent I will not use the facility or equipment and I will notify the management of the Club of the defect.

I further agree that if I am not knowledgeable in the proper use of any of the Club’s facilities or equipment I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

I further agree to indemnify and hold harmless the Club, its owners, shareholders, directors, officers, employees, representatives, agents and lessees for any and all claims arising from my involvement in or receiving instruction for the Club activities incidental thereto wherever, whenever and however the claims may arise including but not limited to travel to an from the Club or related activity site and participation at remote sites.

I assume all the foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER, RELEASE, ASSUMPTION OF THE RISK AND PUBLICITY RELEASE AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE, ASSUMPTION OF RISK AND PUBLICITY RELEASE AND SIGN IT VOLUNTARILY.

PUBLICITY RELEASE: I agree to be filmed and photographed by The Bremerton Tennis and Athletic Club (“BTAC”) in connection to participation with BTAC athletic and social activities, and that BTAC will own any and all rights in such film and photography of me (hereinafter referred to as “Footage”). This will permit the BTAC to proceed with taking such Footage and I now waive, as to the BTAC and its successors, assigns and licensees, all personal right and objections to any use to be made of me, my name, likeness, voice or personality in connection with the use of the Footage in any media for any and all purposes, including trade, advertising and promotional purposes, in perpetuity and without further compensation. I understand that in proceeding with filming and photography of the Footage, the BTAC will do so in full reliance on the foregoing permission.

I hereby waive my right to inspect or approve any advertising copy that is used in connection with the photograph and release and discharge the photographer and the Bremerton Tennis and Athletic Club from any and all claims arising out of the photographer’s and Bremerton Tennis and Athletic Club use of the photograph for the purposes described above, including, but not limited to, any claims for libel and invasion of privacy.

I am over the age of twenty-one. I have read the foregoing and fully understand its contents.

By signing this privacy statement you are now aware of the policy of BTAC. If you are reading this policy and have not signed a copy you should do so by asking at the Club front desk. A signed copy will be retained by the club and you may also have a copy for your records.

Print Name _____ Signature _____ Date _____

Name of Minor (s) (please print) _____

Street Address _____

City _____ State _____ Zip _____