



**REGISTRATION, WAIVER & RELEASE and PARENTAL CONSENT AGREEMENT (for minors under the age of 18)**

IN CONSIDERATION for being permitted to participate in any activities of any kind at or sponsored by Westchester Turf & Tennis LLC including but not limited to sport leagues, practices, clinics, tournaments, physical activities, etc (referred to herein as "Activity" or "Activities") I, for myself and for my personal representatives, assigns, heirs, and next of kin:

AGREE TO ABIDE by all Westchester Turf & Tennis LLC rules and/or regulations, which are posted on the premises and a copy of which are attached to this form.

ACKNOWLEDGE, AGREE, and REPRESENT that I understand the nature of Westchester Turf & Tennis LLC Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I become physically unfit to participate in any Westchester Turf & Tennis LLC Activities or I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities and will immediately bring any such unsafe conditions to the attention of the nearest Westchester Turf & Tennis LLC official, authority or staff member.

FULLY UNDERSTAND THAT: (a) Westchester Turf & Tennis LLC Activities INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in and under which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I may incur as a result of my participation or that of the minor in the Activities.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Westchester Turf & Tennis LLC, their respective affiliates, administrators, officers, directors, agents, shareholders, members, volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, Owners and Lessors of premises on which the Activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT ADMINISTRATION OF EMERGENCY CARE, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

ACKNOWLEDGE THAT CERTAIN AREAS OF THE PREMISES MAY BE MONITORED BY SURVEILLANCE CAMERAS, and photographs or video may be taken for promotion, security or training purposes. Each Participant authorizes Westchester Turf & Tennis LLC to use any images or video footage at its sole discretion, including for security, civil action and/or law enforcement purposes. Additionally, if, while participating in a Program at Westchester Turf & Tennis LLC, a Participant deliberately hurts another person or damages the property of another individual, including property of Westchester Turf & Tennis LLC, he/she agrees to pay that person or Westchester Turf & Tennis LLC any resulting cost.

DO HEREBY GRANT AUTHORITY to the staff at Westchester Turf & Tennis LLC to render a judgment concerning medical assistance or hospital care in the event of an accident or illness.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE (Applicable to participants under the age of 18 and subject to the same terms and conditions as prescribed above)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF Westchester Turf & Tennis LLC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR ANY ONE OF THEM OR OTHERWISE, INCLUDING NEGLIGENT ADMINISTRATION OF EMERGENCY CARE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THAT MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.

Over 18: I accept the terms & conditions of the LIABILITY WAIVER.

Under 18: I am the Parent/Guardian of the named minor and give my consent for the minor to participate in the activity for which I have registered them and accept the terms and conditions of the LIABILITY WAIVER.

Name of Participant or Minor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone or email: \_\_\_\_\_

Signature: \_\_\_\_\_

- Adult over the age of 18 self-registering.
- Parent/Guardian registering for a minor.