



**WAIVER OF LIABILITY AND RELEASE AGREEMENT  
TENNIS**

I, \_\_\_\_\_ wish to participate in the \_\_\_\_\_ (the “Activity”) offered by Hudson Tennis Association (the Association). As a precondition to participating in the Activity, I have read the following Release Agreement (the “Agreement”) and agree to its terms.

**Assumption of Risk.** I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Association, its officers, trustees, agents, employees or volunteers (collectively referred to as the “Association”).

**Liability Release.** In consideration for the Association allowing me to participate in the Activity, I agree I will not sue the Association and I release the Association from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Association.

**Indemnification.** I agree to indemnify and hold harmless the Association from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Association may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Association.

**Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Association has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Association is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

**Emergency Medical Treatment.** I grant the Association permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the Association shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

**Intent:** It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws provision. The courts in St. Croix County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (print)	Signature	
Date	Age	Signature of Guardian if 17 years of age or younger

## ACTIVITY DETAIL FORM

Name of Activity/Class: \_\_\_\_\_

Date(s) of Activity/Class: \_\_\_\_\_

Location of Activity/Class: \_\_\_\_\_

### Tennis

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- **Tripping and Falling**
- **Abrasions, cuts, and contusions**
- **Sprained ankles and wrists**
- **Broken wrists**
- **Dehydration**
- **Heat Rash**
- **Heat Exhaustion**
- **Sliding**
- **Slipping**
- **Bumps**
- **Bruises**
- **Cuts**
- **Abrasions**
- **Contusions**
- **Dislocations**
- **Broken Bones**
- **Pulled Muscles**
- **Fatigue**
- **Sunburn**
- **Death**

We request you conduct your participation with the safety of yourself and others in mind.

**PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE REVERSE SIDE OF THIS FORM.**