

## **General Participation, Assumption of Risk, Release of Liability**

In consideration and as a condition of the Participant listed below being permitted to participate in programs, camps, lessons, tournaments, leagues or other tennis-related events at Apex Racket & Fitness (“Apex”) or to participate in recreational tennis play, pickleball, wally ball, simulated golf, fitness, group exercise, yoga, squash, table tennis, massage & physical therapy, or racketball at Apex (collectively, “Programs”), the Participant and the Participant’s parent or legal guardian on behalf of the Participant (collectively, the “Participant”), acknowledge and agree as follows:

**ASSUMPTION OF RISK:** The Participant understands and agrees that the Programs may include inherent dangers and risks (“Inherent Risks”) that are an integral part of those Programs. These Inherent Risks include but are not limited to injury, illness (including communicable diseases such as COVID-19), permanent disability or other harm or damages, including but not limited to death, to the Participant or a family member of the Participant. These Inherent Risks also include the Participant becoming exposed to or contracting COVID-19, a family member of or other person in close contact with the Participant becoming exposed to or contracting COVID-19 or a person in close contact with a family member of the Participant becoming exposed to or contracting COVID-19. The Participant understands and agrees that COVID-19 has been declared a worldwide pandemic by the World Health Organization, that COVID-19 is extremely contagious, that exposure to infection can result from, among other things, touching surfaces, including but not limited to tennis courts and equipment, breathing, coughing and interacting with other individuals, and that contracting COVID-19 can result in personal injury, illness, permanent disability or death. The Participant further understands and agrees that anyone attending or participating in any of the Programs can become exposed to or contract COVID-19 and that the risk of becoming exposed to or contracting COVID-19 by attending or participating in any of the Programs may result from the actions, omissions, or negligence of Apex, its employees, agents, volunteers, coaches, representatives, providers, visitors, licensees, or students, parents, invitees or any other person who is attending or participating in any of the Programs. With full knowledge of and despite these Inherent Risks, the Participant has voluntarily chosen to attend and/or participate in the Programs and accepts and assumes all dangers and risks associated with the Inherent Risks experienced or incurred in connection with attending or participating in the Programs.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** In consideration and as a condition of the Participant being permitted to attend and/or participate in one or more Programs, **the Participant waives, releases and forever discharges Apex, any of its affiliated organizations, successors, assigns and licensees or any of its or their directors, principals, partners, officers, trustees, members, employees, managers, volunteers, coaches, servants, providers, licensees, agents and representatives (collectively, the “Released Parties”) for the Participant, any minor child of the Participant, the Participant’s heirs, executors and administrators and any heirs, executors and administrators of any minor child of the Participant of and from all manner of actions, causes of actions, suits, reckonings, controversies, damages, claims, liabilities and demands of every name or nature, in law or in equity, known or unknown (“Claims”) that the Participant now has or hereafter can, shall or may have, or that any minor child of the Participant, the Participant’s heirs, executors or administrators or any heirs, executors or administrators of any minor child of the Participant hereafter can, shall or may have, by reason of any injury, damage or other harm to or illness (including communicable diseases such as COVID-19), permanent disability or death suffered or incurred by Participant’s or any family member of the Participant caused, directly or indirectly, by the Participant or any family member of the Participant’s attendance and/or participation in any of the Programs, including without limitation any and all Claims caused, directly or indirectly, by any actions, omissions, or negligence of the Released Parties or the Participant’s or any family member of the Participant’s exposure to or contraction of COVID-19.** Furthermore, the Participant agrees that the Participant shall indemnify, agree to defend with counsel acceptable to Apex, and hold the Released Parties harmless for any injury or damage (including, without limitation, all costs and attorneys’ fees) to any person, including but not limited to any family member of the Participant or any of the Released Parties, or to any real or personal property of any person, including but not limited to the Apex facility,

that may be caused, directly or indirectly, by the Participant or any family member of the Participant's attendance and/or participation in any of the Programs, including but not limited to any injury or other harm to or disease, illness, permanent disability or death suffered or incurred by any person caused by or in any manner related to such person's exposure to or contraction of COVID-19. In case any one or more of the provisions contained in this agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not impact any other provision of this agreement, and this agreement shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

**REPRESENTATIONS AND ACKNOWLEDGMENTS:** The Participant represents and warrants that at all times in connection with attending and/or participating in any of the Programs, the Participant shall, and shall cause any family member of the Participant to: (i) monitor and abide by all rules, policies, regulations and instructions issued by Apex or otherwise associated with any of the Programs, including but not limited to those that concern COVID-19; (ii) monitor and abide by all federal, state and local government and health officials' guidelines applicable to COVID-19, including but not limited to guidance from the Centers for Disease Control and Prevention (the "CDC") pertaining to, among other things, social distancing, personal protective equipment, identification of any symptoms associated with COVID-19, isolation and quarantining and hand washing and other hygiene-related best practices; and (iii) not attend and/or participate in any Program if the Participant or any family member or other person in close contact with the Participant has exhibited any symptoms associated with COVID-19 as provided for by the CDC in the 14 days prior to such Program. Further, in signing this agreement, the Participant represents and warrants that the Participant is not relying on any promises or representations made by anyone at or on behalf of Apex and the Participant understands and agrees that this agreement is a Maine contract and shall be interpreted and construed in accordance with the laws of the State of Maine, without regard to conflicts of laws principles.

**The Participant, and, in the case the Participant is a minor child, the parent(s) and/or legal guardian(s) of the Participant ("Parents") on the Participant's behalf, acknowledge that they have carefully read this agreement, they understand the consequences of executing this agreement and they are freely and voluntarily executing this agreement without inducement.**

Participant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_