

**WAIVER AND RELEASE OF LIABILITY SNMWTL**  
**Valid July 1, 2020 – June 31, 2021**

In consideration of the risk of injury while participating in women's competitive tennis (the "**Activity**"), and as consideration for the right to participate in the **Activity**, I hereby, for myself, my heirs, executors, administrators, assigns, and/or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the **Activity**, and do hereby release and forever discharge **Sonoma Napa Marin Women's Tennis League (SNMWTL)**, located In Sonoma, Napa and Marin Counties in California, their affiliates, managers, board members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or emotional injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the **Activity**.

I am voluntarily participating in the aforementioned high risk **Activity** at my own choice. I am aware of the risks associated with traveling to/from and, participating in the **Activity**, which may include, but is not limited to, physical and/or physiological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own, or other's negligence, condition as related to travel, or the condition of the **Activity** location(s). Nonetheless, I assume all related risks, both known or unknown to me, including travel.

I agree to indemnify and hold harmless **SNMWTL** against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. And if any litigation arises pursuant to any claims made by me or by anyone else acting on my behalf, I completely agree to reimburse **SNMWTL** if they incur any expenses related to these actions. I acknowledge that **SNMWTL** is a volunteer group and their directors, officers, agents and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or **Activity** on behalf of **SNMWTL**.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR SERIOUS INJURY, DEATH AND/OR PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, officials and/or producers of the **Activity**.

I expressly agree to release and discharge **SNMWTL** and all of its affiliates, managers, board members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against **SNMWTL** for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release covers negligence on the part of **SNMWTL**, its agents, and volunteers. In the event that I should require medical care or treatment, I agree to, and shall be financially responsible for, any and all costs incurred as a result of such treatment. I am aware and

understand that I should carry my own health insurance. **SNMWTL** reserves the right to change its insurance coverage, at any time, to comply with requirements of the participating parks and clubs. The Board of Directors of **SNMWTL** strive to manage league expenses, by only purchasing the minimum amount of liability insurance required by various locations where members of **SNMWTL** participate in the **Activity**.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all fees and expenses associated with any actions of neglect or recklessness, brought against **SNMWTL**. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant listed below and **SNMWTL** agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" and fully understand that it is a Release of Liability.**

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's PRINTED Name:** \_\_\_\_\_

**Participant's Current Email:** \_\_\_\_\_

**Signature & Date:** \_\_\_\_\_

**Witness's PRINTED Name:** \_\_\_\_\_

**Witness's Signature & Date:** \_\_\_\_\_

**Club:** \_\_\_\_\_

**Division:** \_\_\_\_\_