

Member/Children Release & Waiver of Liability & Indemnity Agreement

IN CONSIDERATION of being permitted to utilize all facilities, premises, services, programs and activities of Jupiter Tennis Center LLC (JTC) and Lotus Sports LLC (LS) (or for my children to do so) for any purpose, including, but not limited to observation or use of facilities, premises or equipment, or participation in any off-site program or activity affiliated with JTC AND LS, the undersigned, for himself/herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program or activity. It is further warranted that such entry into JTC AND LS and LS for observation or use of any facilities or equipment or participation in such affiliated program or activity constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program or activity have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER JTC AND LS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF PREMISES, FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM OR ACTIVITY AFFILIATED WITH JTC AND LS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

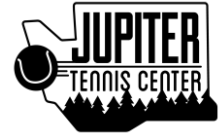
THE UNDERSIGNED ON HIS/HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE JTC and LS and all branches thereof; its owners, directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program or activity affiliated with JTC and LS.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any, loss, liability, damage or cost they may, incur due to the presence of the undersigned or such children in, upon or about JTC AND LS premises or in any way observing or using any facilities, premises or equipment of JTC AND LS or participating in any program or activity affiliated with JTC AND LS whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of JTC AND LS and/or while using the premises or any facilities or equipment thereon or participating in any program or activity affiliated with JTC AND LS.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.





THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE WHICH ADDITIONALLY APPLIES TO ALL FUTURE INTERACTIONS WITH JTC AND LS.

Signature (Parent/Guardian if under 18)

Printed

Date

Signature of 2nd Adult:

Printed

Date

Child's Name

Child's Name

Child's Name

Child's Name

Code of Conduct:

JTC is committed to providing a safe and welcoming environment. Our code of conduct does not permit language or any action that can hurt or frighten another person, or that falls below a generally accepted standard of conduct. Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior seems threatening to refrain. However, if a member or guest feels uncomfortable in confronting the person, they should report the behavior to a staff person on duty.

To Assure a Safe and Pleasant Visit to JTC and LS:

- Dress appropriately for the activity. Wear closed toe shoes with non-marking soles.
- **Youth ages 9 and under** must be accompanied by a supervising individual **who remains in the building**. The Supervising individual does not have to be in the same area as the youth.
- **Youth ages 10** and older may use the facilities and programs without supervision. The youth may sign themselves in and out of the program areas if required

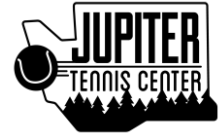
Other Conditions of Membership:

Member Conduct and Right to Use the Facility: Applicant(s) agree(s) to abide by all policies and procedures of JTC AND LS and understands that failure to act in accordance with these rules may result in expulsion from JTC AND LS and revocation of the membership.

Criminal History: JTC AND LS conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, JTC AND LS reserves the right to cancel membership, end program participation, and remove visitation access.

Property Loss: The applicant(s) understand(s) that JTC AND LS are not responsible for personal property lost, damaged or stolen while using JTC AND LS facilities or participating in JTC AND LS programs.





Photograph Permission: The applicant(s) hereby give(s) permission for JTC AND LS (local, national and international) to use, without limitation or obligation, photographs or other media that may include the member's image or voice to promote or interpret JTC AND LS programs.

Cell Phone/Video Taping: The applicant(s) understand(s) that JTC AND LS prohibits the use of cell phones and any other electronic equipment in restrooms and any other areas generally deemed to be "private" within JTC AND LS facilities.

Medical Treatment: The applicant gives permission for JTC AND LS staff or volunteers to provide emergency medical treatment, and to transport to an emergency center for treatment. Also, the applicant consents to medical treatment deemed immediately necessary or advisable by a physician. The applicant understands any of the foregoing care will be at his/her own expense.

Concussion Laws: JTC AND LS abides by all Washington State Concussion Laws, including removing a player with a head injury from the game, informing parents of the dangers of a head injury, and requiring written consent from a healthcare provider for the player to return to practice and/or games. The applicant understands concussions are serious and if he/she sees or experiences signs or symptoms of a concussion, he/she will seek medical attention and JTC AND LS staff/volunteers will be notified.

Member Check-in: The applicant(s) understands he/she must check in with Member Services each time the building is entered for his/her membership to be validated.

I HAVE READ AND UNDERSTAND THESE CONDITIONS.

Signature (Parent/Guardian if under 18)

Date

Signature of 2nd Adult

Date

