

**FAMILY CIRCLE TENNIS CENTER
WAIVER AND LIABILITY RELEASE**

PLEASE READ BEFORE SIGNING

In consideration of being allowed to use the tennis, exercise and other equipment and facilities of the Family Circle Tennis Center (“FCTC”) (the “Facilities”), and to participate in classes, sports events, exercise programs and other activities held or occurring on FCTC’s premises (the “Activities”), the undersigned acknowledges, appreciates and agrees as follows.

1. The risk of injury from my use of the Facilities and participation in the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my use of the Facilities and participation in the Activities.
3. I willingly agree to comply with the stated and customary terms and conditions for use of the Facilities and participation in the Activities. If, however, I observe any unusual significant hazard in my presence or during my use of the Facilities or participation in the Activities, or I otherwise believe any conditions or equipment of FCTC to be unsafe, I will immediately discontinue further use of the Facilities and participation in the Activities and bring the aforementioned to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, HEREBY RELEASE AND AGREE TO HOLD HARMLESS Charleston Tennis, LLC, its parent, subsidiary and related companies and their members (collectively, “FCTC”), the City of Charleston (“Charleston”), Daniel Island Associates, LLC and The Daniel Island Company, Inc. (together, “Daniel Island”), and the officers, directors, officials, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors and advertisers of the foregoing (together, “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby authorize Charleston Tennis, LLC to allow the reproduction, dissemination and publication of my name, likeness and voice (including, but not limited to, by photograph, film, and/or video tape recording) in connection with my use of any of the Facilities or my participation in any of the Activities, for media coverage, public relations, or any other purpose. I understand and agree that I may not receive any payment for individual promotional consideration from my use of the Facilities or participation in the Activities, nor will I receive any payment for the possible commercial use of my name, likeness or voice as contemplated hereunder.

I HAVE READ THIS WAIVER AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AS OF THE DATE OF MY SIGNATURE BELOW.

Signature: _____ Date: _____

Printed Name: _____

IF SUBJECT IS UNDER 18 YEARS OF AGE: This is to certify that I, as the parent/guardian of the above-named person, have the right and authority to sign this waiver and liability release on his/her behalf and do hereby consent and agree to his/her release of all Releasees as provided above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, the Releasees from and against any and all liabilities incident to the above-named person’s use of the Equipment or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further grant to Charleston Tennis, LLC the right to act as guardian/spokesman in granting permission for emergency treatment or hospitalization (including anesthesia) if necessary for my child en route to or from, or at the site of, FCTC or hospital or other medical facility. I understand that should a health emergency arise, an attempt will be made to notify me, but that if I cannot be reached promptly by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

Signature: _____ Date: _____

Printed Name: _____ Telephone: _____

Street Address: _____ City, State, Zip: _____