

PRINCE OF TENNIS ACADEMY, LLC

RELEASE OF LIABILITY, ASSUMPTION OF RISK, MEDICAL AUTHORIZATION, AND MEDIA RELEASE AGREEMENT

Please read this Agreement carefully before signing. By signing this Agreement, you acknowledge that you have read, understood, and voluntarily agree to all terms and conditions contained herein.

SECTION 1

ACTIVITIES AND ASSOCIATED RISKS

I voluntarily choose to participate, or permit my minor child to participate, in tennis lessons, private instruction, group lessons, clinics, camps, tournaments, match play, fitness training, special events, and any other programs or activities organized, sponsored, or conducted by **Prince of Tennis Academy, LLC** ("Academy"), collectively referred to as the "**Activities**."

I understand that participation in the Activities involves inherent risks that cannot be completely eliminated regardless of the care exercised by the Academy, its owners, coaches, instructors, employees, independent contractors, volunteers, or facility operators.

These risks include, but are not limited to:

- Slips, trips, and falls
- Sprains and strains
- Muscle, tendon, ligament, and joint injuries
- Fractures and broken bones
- Eye injuries caused by tennis balls or racquets
- Heat exhaustion, heat stroke, dehydration, or sun exposure
- Cardiac events or other medical emergencies
- Injuries resulting from physical contact with other participants
- Equipment failure or court surface conditions
- Lightning, severe weather, poor air quality, or other environmental hazards

- Permanent disability, paralysis, or death

I acknowledge that the above list is not intended to be exhaustive and that other known or unknown risks may exist.

Participation is entirely voluntary, and I freely accept and assume all risks associated with the Activities.

SECTION 2

ASSUMPTION OF RISK

I acknowledge that participation in athletic and recreational activities involves risks of serious personal injury, illness, permanent disability, property damage, and death.

I certify that I (or my minor child) am physically able to participate in the Activities and have no medical condition that would prevent safe participation unless such condition has been disclosed to the Academy in writing prior to participation.

I understand that neither the Academy nor its coaches are providing medical advice or guaranteeing my physical fitness for participation.

I knowingly and voluntarily assume full responsibility for any and all risks, both known and unknown, even if arising from the negligence of the Released Parties, to the fullest extent permitted by applicable law.

I further acknowledge that I am solely responsible for determining whether I (or my child) should continue participating in any Activity and will immediately discontinue participation if I believe continued participation presents an unreasonable risk.

SECTION 3

RELEASE OF LIABILITY

In consideration for being permitted to participate in the Activities, I, on behalf of myself, my spouse, my heirs, executors, administrators, legal representatives, successors, assigns, and anyone claiming by or through me, hereby fully release, waive, discharge, and covenant not to sue Prince of Tennis Academy, LLC, its owners, officers, members, managers, employees, coaches, instructors, independent contractors, volunteers, agents, sponsors, affiliates, facility owners, and all other persons or entities acting on its behalf (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, damages, liabilities, costs, or expenses arising out of or related to participation in the Activities.

This release includes, without limitation, claims arising from personal injury, illness, property damage, disability, wrongful death, emotional distress, loss of consortium, or any other loss or damage, whether caused by negligence or otherwise, to the fullest extent permitted by the laws of the Commonwealth of Virginia.

I understand that by signing this Agreement, I am giving up substantial legal rights, including the right to file a lawsuit against the Released Parties for claims covered by this Agreement.

SECTION 4

INDEMNIFICATION

I agree to defend, indemnify, and hold harmless Prince of Tennis Academy, LLC ("Academy"), including its owners, officers, members, managers, employees, coaches, instructors, independent contractors, volunteers, agents, sponsors, affiliates, facility owners, and all other persons or entities acting on its behalf (collectively referred to as the "**Released Parties**"), from and against any and all claims, liabilities, damages, losses, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to my participation, or my minor child's participation, in the Activities, except to the extent prohibited by applicable law.

This obligation includes any claims brought by third parties resulting from my actions or the actions of my minor child during participation in the Activities.

SECTION 5

MEDICAL TREATMENT AUTHORIZATION

I certify that I (or my minor child) am physically capable of participating in the Activities.

In the event of an accident, injury, illness, or medical emergency, I authorize the Academy to obtain emergency medical treatment deemed reasonably necessary for my care or the care of my minor child, including transportation by emergency medical services when appropriate.

I understand that Academy personnel are not medical professionals and are not responsible for providing medical diagnosis or treatment.

I accept full financial responsibility for any medical treatment, hospitalization, ambulance services, prescription medication, rehabilitation, or related healthcare expenses resulting from participation in the Activities.

The Academy does not provide medical, accident, disability, or health insurance coverage for participants.

The Participant is responsible for maintaining adequate health and accident insurance coverage.

SECTION 6

PARTICIPANT RESPONSIBILITIES

I agree to conduct myself, or ensure that my minor child conducts himself or herself, in a safe, respectful, and sportsmanlike manner while participating in the Activities.

I agree to:

- Follow all instructions provided by Academy coaches and staff.
- Wear appropriate athletic clothing and non-marking tennis shoes.
- Use Academy equipment responsibly and return borrowed equipment in good condition.
- Immediately notify an instructor of any injury, illness, unsafe condition, or equipment malfunction.
- Refrain from participating if experiencing symptoms of illness, injury, dizziness, or any medical condition that could create an unreasonable risk.
- Respect Academy property, facility rules, fellow participants, parents, spectators, and staff at all times.
- Arrive on time and be prepared for scheduled lessons.
- Treat fellow participants, coaches, staff, and facilities with courtesy and respect.

Failure to comply with these responsibilities may result in temporary suspension or removal from an Activity when, in the Academy's reasonable judgment, such action is necessary to protect the safety or well-being of participants or staff.

SECTION 7

SAFE ENVIRONMENT AND PARTICIPANT CONDUCT

Prince of Tennis Academy, LLC ("Academy") is committed to providing a safe, respectful, and positive learning environment for all participants, parents, coaches, staff members, and spectators.

Participants and parents/guardians agree to conduct themselves in a respectful, responsible, and sportsmanlike manner while participating in or attending any Academy Activity.

The Academy reserves the right to suspend, remove, or terminate a participant's involvement in any Activity if, in the Academy's reasonable judgment, the participant or parent/guardian engages in conduct that jeopardizes the safety, well-being, or enjoyment of others, including but not limited to:

- Bullying, harassment, intimidation, discrimination, or threatening behavior;
 - Physical violence or aggressive conduct;
 - Abusive, offensive, or inappropriate language;
 - Repeated failure to follow reasonable instructions provided by Academy staff;
 - Intentional damage to Academy property or the property of others;
 - Conduct that disrupts instruction or interferes with the safe operation of Academy programs;
- or
- Violation of applicable laws or facility rules.

The Academy reserves the right to take immediate action whenever reasonably necessary to protect the safety, health, or welfare of participants, staff, spectators, or the public.

SECTION 8

MEDIA RELEASE AND CONSENT

I understand that photographs, video recordings, audio recordings, live streams, and other digital media may be created during lessons, clinics, camps, tournaments, matches, special events, and other Academy Activities.

By signing this Agreement, I grant Prince of Tennis Academy, LLC the irrevocable, perpetual, worldwide, royalty-free right to photograph, record, reproduce, edit, publish, display, distribute, transmit, and otherwise use my image, likeness, voice, name, or my minor child's image, likeness, voice, and name for lawful educational, promotional, advertising, marketing, and informational purposes.

Such use may include, but is not limited to:

- Academy website
- YouTube videos and YouTube Shorts
- Instagram posts and Reels
- Facebook posts and videos

- Printed advertisements and brochures
- Digital advertisements
- Email newsletters
- Social media platforms
- Future media platforms and technologies

I understand that no compensation, royalties, or other payment will be provided for such use.

I further acknowledge that all photographs, video recordings, audio recordings, and other media created by or for the Academy shall remain the sole property of Prince of Tennis Academy, LLC.

Participants requesting that photographs or recordings not be used for promotional purposes must notify the Academy in writing prior to participation. The Academy will make reasonable efforts to honor such requests but cannot guarantee exclusion from group photographs or event recordings.

Participant Recording

Participants, parents, guardians, and spectators are expected to respect the privacy of others while attending Academy Activities. Please do not photograph, video record, livestream, or otherwise record another participant without that participant's consent or, in the case of a minor, the consent of the participant's parent or legal guardian.

The Academy reserves the right to request that any unauthorized recording cease if necessary to protect the privacy or safety of its participants.

SECTION 9

GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

Any dispute, claim, or legal proceeding arising out of or relating to this Agreement or participation in the Activities shall be brought exclusively in a state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the Participant and the Academy with respect to the subject matter contained herein and supersedes all prior oral or written understandings relating to participation in the Activities.

No modification of this Agreement shall be valid unless made in writing and signed by an authorized representative of the Academy.

SECTION 9

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

Any dispute, claim, or legal proceeding arising out of or relating to this Agreement or participation in the Activities shall be brought exclusively in a state or federal court of competent jurisdiction located within the Commonwealth of Virginia.

The Participant knowingly and voluntarily consents to the exclusive jurisdiction and venue of such courts.

SECTION 10

GENERAL PROVISIONS

Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified or interpreted only to the extent necessary to make it enforceable. The remaining provisions of this Agreement shall remain in full force and effect.

Weather Policy

Outdoor lessons will generally proceed as scheduled unless the Academy determines that weather conditions make participation unsafe or impractical.

The Academy reserves the sole discretion to cancel, postpone, relocate, or modify any lesson due to, including but not limited to:

- **Lightning**

- Heavy rain
- Snow or ice
- Extreme heat
- Poor air quality
- Unsafe court conditions
- Other circumstances affecting participant safety

If the Academy cancels a lesson due to weather or court conditions, participants will receive either a make-up lesson or an account credit, as determined by the Academy.

Participants who choose not to attend a lesson that has not been cancelled by the Academy will be subject to the Academy's standard cancellation policy.

Cancellation and No-Show Policy

Private lessons must be cancelled at least 24 hours before the scheduled lesson time to avoid being charged the full lesson fee.

Cancellations made less than 24 hours before the scheduled lesson, or failure to appear for a scheduled lesson without prior notice ("No-Show"), will be charged 100% of the scheduled lesson fee.

Group lesson fees are non-refundable once the lesson has commenced. Missed group lessons are not eligible for refunds or make-up sessions unless otherwise approved by the Academy.

The Academy reserves the right to determine, in its sole discretion, whether exceptions will be granted due to medical emergencies or other extraordinary circumstances.

Payment Policy

Payment is due prior to the start of each lesson unless otherwise agreed in writing.

The Academy reserves the right to suspend future lessons for unpaid balances.

Returned checks, chargebacks, or reversed electronic payments may be subject to additional fees permitted by applicable law.

Refund Policy

Lesson fees, packages, camps, clinics, and special events are non-refundable unless otherwise stated in writing by the Academy.

Approved refunds, if any, shall be issued solely at the discretion of the Academy.

Entire Agreement

This Agreement constitutes the complete and entire agreement between the Participant and Prince of Tennis Academy, LLC ("Academy") regarding participation in the Activities and supersedes all prior oral or written agreements, representations, understandings, or communications relating to the same subject matter.

No Waiver

The failure of the Academy to enforce any provision of this Agreement at any time shall not be construed as a waiver of its right to enforce that provision or any other provision in the future.

Electronic Signature

The Participant agrees that an electronic signature, digital signature, or electronic acceptance of this Agreement shall have the same legal force and effect as an original handwritten signature and shall be fully enforceable to the maximum extent permitted by applicable law.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Participant, the Participant's spouse, parents, guardians, heirs, executors, administrators, legal representatives, successors, assigns, and Prince of Tennis Academy, LLC, including its owners, officers, members, managers, employees, coaches, instructors, independent contractors, volunteers, agents, successors, and assigns.

ACKNOWLEDGMENT

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY. I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO FILE A LAWSUIT.

I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY KIND.

SIGNATURES

Participant Name

Participant Signature

Date

Parent/Guardian Name
(Required if Participant is Under 18 Years of Age)

Parent/Guardian Signature

Date
