



LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in the Racquets for Recovery Tennis and Pickleball Tournament (“Tournament”), on January 27 and/or January 28 2024, I, the undersigned participant (“Participant”), agree as follows:

1. **Purpose.** It is the purpose of this Liability Waiver, Release, and Assumption of Risk Agreement (“Agreement”) to exempt, waive, and release the Mark Garwood Foundation and the North River Shores Tennis Club, any officers, employees, volunteers, officials, and agents (“Released Parties”) from any and all liability for personal injury, property damage, and wrongful death arising out of participation in the Tournament to the extent allowed by Florida law.

2. **Assumption of Risk.** I agree and consent that participation in the Tournament is voluntary and at each individual’s own risk. I acknowledge that participation in the Tournament entails known and unknown risks that may result in physical or other injury, loss, or death. I understand that such risks simply cannot be eliminated. I expressly assume the risk of injury and damages and will indemnify and hold harmless, and covenant not to sue, the Released Parties from any and all claims for injury and damage.

3. **Liability Waiver & Release.** By executing this Agreement, I agree that the Released Parties shall not be liable for any damages arising from personal injuries sustained by myself or any minor child(ren) under my care, custody, or control as a result of any and all activities related to participation in the Tournament. I assume full responsibility for any such injuries or damages that may occur, and further agree that the Released Parties shall not be liable for any loss, theft, or damage to personal property. I specifically agree that the Released Parties shall not be responsible for such injuries, damages, loss, or theft. This waiver and release does not apply to intentional torts by the Released Parties. **I waive, release, discharge, and covenant not to sue the Released Parties for the claims being released in this Agreement.**

4. **Liability to Third Parties.** I agree that I will indemnify and hold harmless the Released Parties for all personal injuries, property damage, or other damage to any and all third parties, including but not limited child(ren) under my care, custody, and control, as a result of any and all activities to participation in the Tournament.

5. **Interpretation.** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

6. **Severability.** I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. **Attorney Fees.** Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. **Acknowledgment & Signature. By signing this Agreement:** I expressly state that I have had sufficiently opportunity to read and consider this entire Agreement and ask any questions associated with it. I agree that I have read and understood it and voluntarily agree to be bound by its terms.

I acknowledge that this Agreement contains a waiver and release of claims.

SIGNED:

PRINTED NAME:

RELATIONSHIP TO PLAYER: _____