

## **Acadiana Serves, LLC Academy Waivers**

### **General Release**

In consideration of Player being permitted to participate in the Academy's programs, Parent, who is Player's parent or legal guardian, acknowledges and agrees as set forth herein.

On behalf of myself and Player, I understand and agree that participating in tennis and/or fitness training may result in personal injury, illness, permanent disability, or other damages. On behalf of myself and Player, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any consequence to myself and Player including, but not limited to: personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or the Player may experience or incur in connection with participating in Acadiana Serves academy training programs.

On behalf of myself and Player, I hereby release, for myself, my heirs, assigns, personal representatives, and next of kin; covenant not to sue; and indemnify and hold harmless Acadiana Serves, LLC and Acadiana Community Tennis Association, their facilities, their agents, employees, contractors, volunteers, coaches, and representatives, of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to attending or participating in Academy programming. I understand and agree that this Release includes any claims based on the actions, omissions, or negligence of Acadiana Serves, LLC and Acadiana Community Tennis Association, their employees, contractors, agents, volunteers, coaches, and representatives.

### **Permission to Use Image/Likeness**

Parent hereby gives permission to the Academy, and any third parties retained by the Academy, to photograph, film, or otherwise record images and audio of me and/or Player engaged in Academy programming. The Academy shall own any and all rights in such photography, video or film footage, audio recordings and/or interviews. I hereby grant Acadiana Serves, LLC Tennis Academy the irrevocable right to use perpetually throughout the world, in all media now and hereafter known or devised, in whole or in part, my and Player's image, likeness, name, biographical information, actions, performance, voice, and any spoken material as captured in any such recordings, in whole or in part, for all purposes whatsoever and in any manner or media now known or developed in the future.

**ON BEHALF OF MYSELF AND PLAYER, I HAVE CAREFULLY READ THIS CONTRACT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT THE TERMS AND CONDITIONS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I, ON BEHALF OF MYSELF AND PLAYER, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, AND HAVE ACCEPTED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**