

Assumption of Risk and Release of Liability Related to Covid-19

In consideration of me being permitted to participate in the academy's programs or my child, I acknowledge and agree:

- that COVID-19 is extremely contagious, that an individual infected with COVID19 can be asymptomatic and that exposure to infection can result from breathing, coughing, interacting, or talking with other individuals, among other methods, and contracting COVID-19 can result in personal injury, illness, permanent disability, or death.
- that regardless of the steps taken by Acadiana Serves, LLC and/or its affiliates or partners to mitigate the risk of transmission of COVID-19, attendance and/or participation in tennis and/or fitness training in the academy programs could increase the risk of being exposed to and/or contracting COVID-19.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any consequence, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or Player may experience or incur in connection with participating in academy programming.

I further promise that I will not attend any academy programming of any kind if I am exhibiting symptoms of COVID-19, I am awaiting a COVID-19 test result, or have had close contact with someone diagnosed with COVID-19 within the previous 14 days. I voluntarily agree to comply with all safety requirements set forth by Acadiana Serves, LLC, its partners or affiliates, and any federal, state, or local agencies. Failure to comply with such safety requirements may result in loss of the right to participate in academy programming.

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 facilities, employees, contractors, agents, volunteers, coaches, and representatives, and applies regardless of whether a COVID19 infection occurs before, during, or after attending academy programming.

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I agree that the foregoing provisions are intended to be as broad and inclusive as permitted by the laws of the United States and that if any one or more of the provisions contained in this contract, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability, shall not impact any other provision of this Contract, and this Release shall be

curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

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 HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, AND HAVE ACCEPTED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.