

**SICKLE CELL TENNIS CLASSIC WAIVER**

**THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**Event: 43rd Annual Sickle Cell Tennis Classic**

**Date of Event: August 1 - 6, 2020**

**Locations of Event: DelCastle Tennis Center and surrounding courts**

IN CONSIDERATION of being permitted to participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **Delcastle Tennis Center, USTA Middle States, Alpha Kappa Alpha Sorority, Inc., Pearls of Hope Foundation, Inc., Sickle Cell Committee** and all of their directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY PARTICIPATING OR ATTENDING THIS EVENT YOU ASSUME ALL RISKS WHETHER KNOW OR UNKNOWN.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) MAY BE DANGEROUS and involve risks including but not limited to exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY represents that he or she 1) is in Good Health, 2) is NOT displaying any of the symptoms of COVID-19, including cough, sore throat, shortness of breath, fever or chills, lack of taste or smell, muscle or body aches, nausea or vomiting or diarrhea, and has NOT been in contact with anyone who is displaying any of those symptoms and 3) is in proper physical condition for all activities in which he or she will participate.
5. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Event; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Event. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.
6. COVID-19 WARNING: While the facilities are operated and maintained pursuant to the applicable guidelines published by the Center for Disease Control and the State of Delaware, due to the nature of the virus causing COVID-19, no assurance or representation is made that the facilities, and all employees, participants, guest, vendors, service providers and others that enter upon the Facilities are free from COVID-19. Everyone entering the facilities (or any part thereof) assumes the risk of contracting COVID-19 and/or other viruses related thereto, and anyone who does not want to assume the risk of being exposed to COVID-19 should stay away from the 43rd Annual Sickle Cell Tennis Classic, Delcastle Tennis Center and its facilities. By entering the facilities, you agree that the entities listed in #1 above, its trustees and staff shall not be liable if you are exposed to and/or contract COVID-19.  
Staff, volunteers, participants and visitors to the 43rd Annual Sickle Cell Tennis Classic should endeavor to maintain 6 feet of distance between them and any person or individual outside their home. Face coverings must be worn at all times except when engaged in the competitive activities of the tournament.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE OF BIRTH (M/D/YYYY): \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)**

I represent and warrant that I am the parent or legal guardian of \_\_\_\_\_, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_