



## **Petersburg Racquet Club Release & Waiver**

**LIKENESS RELEASE & WAIVER:** Participant agrees that: (1) any photographs of Participant taken during Petersburg Racquet Club (“PRC”) programs may be used by PRC and PRC’s designees for any legally permissible purpose, including use in any promotional materials in print, on websites, on social media, or in any other format, without payment or other consideration to the Participant; (2) that any such photographs are the property of PRC; and (3) Participant releases PRC and PRC’s designees from any and all liability relating to their use of such photographs.

**LIABILITY RELEASE & WAIVER:** Acceptance of my participation in PRC programs is without assumption or responsibility of any kind by PRC, its employees, agents, and representatives of any program in which I may be entered or may participate. In consideration of the acceptance of my participation, I do hereby for and on behalf of myself, and my heirs and my legal representatives release and forever discharge PRC, its employees, agents, and representatives and their successors and assigns, of and from any and all claims and damages, losses or injuries which may be suffered or sustained by me in connection with my activities for which such permission is granted and any period traveling to and from the programs described, and all claims are hereby waived and released, and I covenant not to sue therefor.

**MEDICAL RELEASE:** I hereby consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness as seems reasonably advisable. I further understand that I will be responsible for payment of any such medical procedures. I have read and have understood this Release & Waiver. I understand by signing this Release, I have given up substantial rights. I have voluntarily signed this Release & Waiver. I have read this Release & Waiver before signing below, and I fully understand the contents, meanings, and impact of this Release and Waiver.

## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**Petersburg Racquet Club (“PRC”)** has put in place preventative measures to reduce the spread of COVID-19; however, PRC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending PRC programs could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending PRC programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I



understand that the risk of becoming exposed to or infected by COVID-19 at PRC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PRC, its employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at PRC or participation in PRC programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless PRC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of PRC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any PRC program.