



ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

THIS IS A RELEASE OF LIABILITY. READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.

The novel coronavirus, COVID-19, has been declared a Public Health Emergency by United States Department of Health and Human Services pursuant to 42 U.S.C. 247d-6d et seq. on February 4, 2020. COVID-19 is an infectious disease and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.

In consideration of being permitted to participate in programs, events and/or activities offered by the Franklin Park Tennis Association, Inc. (hereinafter FPTA,) I understand, acknowledge, and agree to the following:

1. I, both for myself and and, if applicable my minor child(ren)/ward(s), have independently evaluated and reviewed all the risks of participating in a tennis event, including the risk of being exposed to or infectious diseases including but not limited to MRSA, influenza, and COVID-19.
2. FPTA is not responsible for accidents or injuries sustained by participants in its program, including but not limited to exposure to infectious disease, including but not limited to MRSA, influenza, and COVID-19.
3. Participation in all FPTA programs is voluntary and I and if applicable my minor child(ren)/ward(s), am/are aware of and assume all risks of injury including but not limited to those posed by infectious disease including but not limited to MRSA, influenza, and COVID-19. I, and if applicable, my minor child(ren)/ward(s), are participating in FPTA programs, events, and/or activities with full knowledge, and assumption, and acceptance of all aforesaid risks.
4. I, and if applicable my minor child(ren)/ward(s), acknowledge that participation in FPTA programs and activities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While the rules recommended by the Commonwealth of Massachusetts and put in place by FPTA along with personal discipline may reduce this risk, I, and if applicable my minor child(ren)/ward(s), acknowledge and assume all risk of serious illness and death which does exist.
5. I and, if applicable, my minor child(ren)/ward(s), KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF FPTA or others, and assume full responsibility for my participation and that of my minor child(ren)/ward(s).
6. I, as parent/guardian, with legal responsibility for any and all of my minor child(ren) or ward(s) participating in FPTA programs, have read and explained the provisions in this waiver/release to my child(ren)/ward (s) including the risks of presence and participation and his/her/their personal responsibilities for adhering to the rules and regulations for protection against infectious diseases including but not limited to MRSA, influenza, and COVID-19. I and, if applicable, my minor child(ren)/ward(s) participating in FPTA programs understand, and accept, and assume these risks and responsibilities.
7. I and, if applicable, my minor child(ren)/ward(s), agree to comply with the stated and customary terms and conditions for participation and to comply with all orders, recommendations, and advisories issued by the United States Department of Health and Human Services (HHS), the United States Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Governor of the Commonwealth of Massachusetts, the Department of Public Health of the Commonwealth of Massachusetts, as well as local

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and municipal health officials in Suffolk County and the City of Boston, Massachusetts regarding protection against infectious diseases, including but not limited to MRSA, influenza, and COVID-19.

8. If I and/or my minor child(ren)/ward(s), observe, detect, or suspect any unusual or significant hazard during my presence or participation, I will remove myself and, if applicable, my minor child(ren)/ward(s) from participation in FPTA programs and bring such hazard(s) to the attention of the nearest official or FPTA employee immediately; and,
9. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY AGREE TO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS FRANKLIN PARK TENNIS ASSOCIATION, INC., their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of premises used to conduct the event (hereinafter "Releasees"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
10. Furthermore, I, my spouse/co-parent, and my minor child(ren)/ward(s) do consent and agree to release all the Releasees and agree to indemnify and hold harmless the Releasees for any and all liabilities incident arising out of my minor child(ren)'s/ward's presence or participation in these activities as provided above, WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
11. No part or provision of this agreement may be waived, or amended, or altered except if such waiver, amendment or alteration is in writing and signed with a notarized signature by an officer of FPTA and all signatories of this agreement with specific reference to this agreement.
12. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within and fall within the exclusive jurisdiction of the State and Federal courts of, in and for the Commonwealth of Massachusetts, County of Suffolk without giving effect to the principles of conflict of laws.
13. If any clause, or portion of a clause, in this Agreement is found to be invalid by a court of competent jurisdiction, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. If any clause, or portion of a clause, in this Agreement is found to be valid a court of competent jurisdiction only if limited in some way then said clause, or portion of a clause, shall be read and interpreted as so limited.
14. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: _____

Participant or parent/guardian signature: _____

Date signed: _____