

**AGREEMENT TO TERMS, LIABILITY RELEASE, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION**

**AGREEMENT**

**THIS IS A LEGALLY BINDING AGREEMENT TO TERMS, LIABILITY RELEASE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (the "Release")**

**Read it carefully, fill in all blanks, and sign where indicated below.**

I, \_\_\_\_\_, HEREBY AFFIRM THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY. BY MY SIGNATURE BELOW I AGREE TO EACH AND EVERY TERM AND CONDITION OF THIS RELEASE.

1. I have voluntarily requested that High Altitude Tennis, LLC, a Colorado limited liability company ("HAT") allow me to participate in tennis activities which may include tennis camps, running, walking, athletic conditioning, traveling, lodging at facilities affiliated with HAT, and/or related activities. I understand that tennis camps, running, walking, athletic conditioning, traveling, lodging at facilities affiliated with HAT, and/or related activities are extremely strenuous and physically demanding activities. (The activities I have chosen are referred to herein as the "Tennis Activities"). I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Tennis Activities or (b) endanger my health or safety or the health and safety of others due to my participation in the Tennis Activities. I attest that I am physically fit and competent to participate in the Tennis Activities I have chosen, and that all of my questions regarding the Tennis Activities have been answered to my satisfaction. I further acknowledge that I am responsible for my own health, safety, and welfare. I have adequate insurance to cover any injury or damage that I may suffer or cause while participating in the Tennis Activities, or I agree to bear the cost of such injury or damage personally. I agree to complete and return a *Medical Information / Liability Release / Consent Form* and I understand that this form must be completed prior to my involvement in the Tennis Activities.

2. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE TENNIS ACTIVITIES, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES OR DEATH. I am also aware that, in addition to the activities listed, I may engage in a range of other activities by virtue of my participation in the Tennis Activities, including but not limited to, transportation to parks, shopping centers, recreational facilities, and lodging at HAT facilities. I understand that the hazards and risks of the Tennis Activities include, but are not limited to: car accidents, heat stroke, dehydration, exhaustion, carpal tunnel, tendonitis, pulled/strained muscles or tendons, and sprained/broken bones. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the Tennis Activities to which I may be exposed.

3. IN CONSIDERATION OF THE SERVICES OF HAT:

a. I agree to abide by HAT rules, and I realize that any breach of conduct may result in immediate expulsion from tennis camp. I further agree to the payment schedule, refund policy, and other terms listed in the brochure and/or website.

b. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby knowingly, intentionally, and voluntarily waive, release, indemnify and agree to hold harmless HAT and all officers, agents, employees, stockholders, members, directors, managers, volunteers, and all other persons or entities associated with HAT (herein collectively referred to as the "Released Parties") from any and all actions, suits claims, damages, and liability (including attorney's fees and costs, that I, my family, heirs, successors, assigns, and anyone claiming any interest through me, may have for any damage, injury, paralysis, loss or death to myself or any other person or property arising out of my participation in the Tennis Activities, whether such any damage, injury, paralysis, loss, or death results from negligence of any of the Released Parties or from some other cause.

c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Tennis Activities, for any harm, injury or damage that may befall me while I participate in the Tennis Activities, including the risk of negligence of any party or participant, including the Released Parties. I hereby accept full responsibility for any and all damage, injury, paralysis, or death arising out of my participation in the Tennis Activities. I understand and explicitly agree that neither I, my family, heirs, successors, assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Tennis Activities. I, on behalf of myself (and my estate if I perish), hereby agree to hold harmless and indemnify all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, to me or my property which may occur as a result of my participation in the Tennis Activities.

d. I understand that my participation in the Tennis Activities may be photographed, videoed and promoted by HAT, and in consideration for permission to participate in the Tennis Activities, I relinquish all rights relating to such photographs and videos and I hereby give permission to HAT to use my likeness for any purpose whatsoever.

e. This Release shall be governed and construed in accordance with the laws of the State of Colorado. If any lawsuit or claim is brought regarding my participation in the Tennis Activities, I agree that jurisdiction and venue for such suit shall be in state or federal courts located in Colorado and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable. This release is binding upon my family, heirs, successors, assigns, or anyone claiming any interest through me.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE PRIOR TO SIGNING IT, AND AM AWARE THAT IT IS A LEGALLY BINDING DOCUMENT THAT AFFECTS MY LEGAL RIGHTS AND REMEDIES, AND THOSE OF MY CHILD, MY FAMILY AND HEIRS . I HAVE SIGNED THIS RELEASE VOLUNTARILY AND OF MY OWN FREE WILL.**

<p><b>Signature:</b> _____ <b>Date:</b> _____</p> <p>_____</p> <p><b>Print Name, Address &amp; Phone:</b> _____</p> <p>_____</p> <p>_____</p>
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<p><b>FOR PARTICIPANTS OF MINORITY AGE:</b> I, _____, as parent, guardian or temporary guardian with legal responsibility for _____ ("Minor"), have the authority to enter into this Release on behalf of the Minor. I have read this Agreement, understand its contents, and consent and agree on behalf of the Minor and my own behalf to the terms and conditions of this Release and Minor's release of all Released Parties, and agree to release and indemnify the Released Parties from any and all liabilities incident to Minor's involvement in the Tennis Activities from myself, my heirs, assigns, and next of kin.</p> <p><b>Signature of parent/guardian:</b> _____</p> <p><b>Date:</b> _____</p>
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# HIGH ALTITUDE TENNIS, LLC

## **MEDICAL INFORMATION / LIABILITY RELEASE / CONSENT FORM**

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian  
Name(s): \_\_\_\_\_

Home Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_ Cell  
Ph: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Relationship: \_\_\_\_\_  
\_\_\_\_\_

Primary Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Medical Insurance Coverage: \_\_\_\_\_ Plan  
#: \_\_\_\_\_

Known Allergies:

\_\_\_\_\_ (include medicine, food, bee stings, etc.)

Current Medications:

\_\_\_\_\_ (or any related information that would assist in safe treatment)

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In case of a medical emergency, I hereby give permission to HAT to order treatment for myself or my minor child. This includes any necessary medical treatment and x-rays. I understand that all related medical costs are my responsibility.

In the event that my minor child requires emergency medical care, I grant and authorize HAT, at its discretion, the right to charge my credit card for the payment of fees associated with necessary medical care.

Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp date: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_ Credit Card Security Code: \_\_\_\_\_ .

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND AM AWARE THAT IT IS A LEGALLY BINDING DOCUMENT THAT AFFECTS MY LEGAL RIGHTS AND REMEDIES, AND THOSE OF MY CHILD, MY FAMILY AND HEIRS . I HAVE SIGNED THIS AGREEMENT VOLUNTARILY AND OF MY OWN FREE WILL.**

<p><b>Signature:</b> _____ <b>Date:</b> _____</p> <p><b>Print Name:</b> _____</p>
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<p><b>FOR PARTICIPANTS OF MINORITY AGE:</b> I, _____, as parent, guardian or temporary guardian with legal responsibility for _____ ("Minor"), have the authority to enter into this Medical Information / Liability Release / Consent Form on behalf of the Minor. I have read this Medical Information / Liability Release / Consent Form, understand its contents, and consent and agree on behalf of the Minor and my own behalf to the terms and conditions of this Medical Information / Liability Release / Consent Form and Minor's release of all Released Parties, and agree to release and indemnify the Released Parties from any and all liabilities incident to Minor's involvement in the Tennis Activity from myself, my heirs, assigns, and next of kin.</p> <p><b>Signature of parent/guardian:</b> _____ <b>Date:</b> _____</p>
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