

PARTICIPANT WAIVER AND RELEASE OF CLAIMS

- For those who will participate in summer camps, the following permission form with waiver and hold harmless agreement must be signed by the parent/guardian or the student (if 18 or older.)

PERMISSION/REQUEST TO PARTICIPATE:

WARNING: Participation in athletics includes a risk of injury, which may range in severity from minor to long-term catastrophic. Players must obey all safety rules, report all physical problems to their coaches or athletic trainers, follow a proper conditioning program, and inspect their own equipment daily. In addition, because of the frequent proximity of players involved in athletics, there is a risk that a player(s) may become sick with COVID-19 (Coronavirus). Players must obey all COVID-19 related rules and guidelines as posted. By signing this permission form, I acknowledge reading and understand this warning and the risks assumed. I hereby give my consent for my child to participate in summer workouts/practices/meetings sponsored by Oil Arts LLC dba Michelle Smart Tennis

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Please complete the following statements as applicable:

_____ (Parent/Guardian name), affirm that I am the parent or legal guardian (the "Parent/Guardian") of the following named student, _____ (the "Student"). I hereby give permission for the Student to participate.

INSURANCE ACKNOWLEDGMENT

Oil Arts LLC dba Michelle Smart Tennis DOES NOT carry any form of accident or medical insurance to pay medical costs should your child be injured or become ill with COVID-19. For a student to participate parents/guardians must carry adequate health insurance or be enrolled in an independently offered insurance program for their child. Information on available insurance options can be found on the internet.

(If I have insurance policy changes, it is my responsibility to notify Oil Arts LLC dba Michelle Smart Tennis)

PARENTS'/GUARDIAN'S AND STUDENT'S REPRESENTATIONS:

In consideration of Oil Arts LLC dba Michelle Smart Tennis allowing the Student to participate in the summer workouts/practices/meetings, and as an express inducement therefor, the Parent/Guardian and Student hereby state, affirm, and agree to the following:

The Parent/Guardian and the Student have no reason to believe that the Student has COVID-19.

The Student does not have any of the following symptoms: fever, cough, shortness of breath, fatigue, muscle pain, chills, headache, diarrhea, nausea, sore throat, or any other symptoms associated with COVID-19.

If the Student has such symptoms, the Parent/Guardian and the Student believe that the symptoms are caused by an illness, injury or condition that is not related to COVID-19.

Within the past 14 days the Student has not had close contact with a person having or suspected of having COVID-19.

The Parent/Guardian, and the Student understand and agree that the Student's participation in the summer workouts/practices/meetings shall be at the Parent/Guardian's and Student's sole risk, and that, while Oil Arts LLC dba Michelle Smart Tennis seeks to do what is reasonable to ensure that participants in the summer

workouts/practices/meetings are safe and protected, Oil Arts LLC dba Michelle Smart Tennis cannot guarantee the Student's safety, and expressly disclaims any representation or undertaking that the summer workouts/practices/meetings are safe for the Student and further disclaims any and all liability or responsibility for any illness or infection, including, but not limited to COVID-19, that may occur from or in connection with the summer workouts/practices/meetings.

The Parent/Guardian and Student affirm that they are aware of the kinds of risks the Student will face in connection with the summer workouts/practices/meetings and recognize that Oil Arts LLC dba Michelle Smart Tennis is unable to protect the Student from all such risks. The Parent/Guardian and Student expressly agree to assume such risks, and they understand Oil Arts LLC dba Michelle Smart Tennis has relied upon this assumption of risk in permitting the Student to participate in the summer workouts/practices/meetings.

In-person athletics and activities

***WAIVER AND RELEASE OF CLAIMS: The Parent/Guardian and Student hereby waive any and all claims and demands for relief, whether past or future and regardless of the legal or factual basis thereof, that could be asserted in any forum or manner whatsoever, based upon, related to, or concerning the Student's participation in the summer workouts/practices/meetings, expressly including but not limited to any claim arising from infection, illness, or death, including from COVID-19, to persons or any economic damages, including those claims based on any alleged or actual negligence, any breach of any express or implied statutory or other duty of care, or mistakes or errors in judgment of any kind, and expressly release, discharge, indemnify and hold harmless Oil**

Arts LLC dba Michelle Smart Tennis, its employees, coaches, and insurance carriers from and against any and all such claims and demands regardless of when or by whom asserted.

(Legal guardian/parent signature) (date)