

## TSUDA-BURKE TENNIS, WAIVER OF LIABILITY

*Susan Burke, Chad Tsuda, Peak to Peak Charter School, Boulder Valley School District*, its affiliates and its staff, known as the RELEASEES, do not assume liability for any injuries incurred while at Tsuda-Burke Tennis or on the way to tennis. As a condition of enrollment, the following disclaimer of liability must be signed and dated by the student and their parent or guardian prior to participation.

### RELEASE OF LIABILITY

In consideration of my minor child/ward being allowed to participate in this tennis program its related events and activities, I, the parent/guardian, acknowledge, appreciate, and agree that:

1. The risk of serious injury from the activities involved in this tennis program is always present due to the nature of the sport; FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and

2. I willingly agree to comply with the program's stated policies and conditions for my child's participation. If, however, I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from participation; and

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS *Susan Burke, Chad Tsuda, Peak to Peak Charter School, Boulder Valley School District*, their officers, directors, staff, owners and/or employees, other participants, sponsors, advertisers, and owners and lessors of premises used for activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding my child and/or arising from his/her activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful misconduct, or otherwise to the fullest extent of the law.

4. I affirmatively state that my child is in good health and has no restrictions or limitations that would affect my child's ability participate in any physical activity and/or activities offered at Tsuda-Burke Tennis, unless I have provided written notification to *Susan Burke or Chad Tsuda* of any and all health concerns and restrictions.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND I UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ELECTRONICALLY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT.

*\*Please sign a separate form for each child participating.*

Student's Name X \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent(Guardian) X \_\_\_\_\_ Date \_\_\_\_\_